

## **Part I – The Schedule**

### **Section B**

#### **Supplies or Services and Prices/Costs**

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## B.1 DOE-B-2012 Supplies/Services Being Procured/Delivery Requirements (Oct 2014)

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this Contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of work as described in Section C, Performance Work Statement (PWS) under this Contract and resulting Task Orders.

The Contractor shall provide the requested services, within the minimum and maximum quantities as specified in Section B.3 below, on a schedule to be specified by the Government in accordance with the Contract clause Section H, Task Ordering Procedure.

## B.2 Type of Contract

This is an Indefinite-Delivery/Indefinite-Quantity (IDIQ) Contract under which Cost-Reimbursement (CR) and/or Fixed-Price (FP) Task Orders may be issued. CR task orders can include, but are not limited to, CR no fee, Cost-Plus-Incentive-Fee (CPIF), Cost-Plus-Award-Fee (CPAF), and Cost-Plus-Fixed-Fee (CPFF) task orders. FP task orders can include, but are not limited to, Firm-Fixed-Price (FFP) task orders. The preference is CPIF and FFP Task Orders. Task Orders will define objective performance criteria for completion of End States to the maximum extent practical. The term “End State” is defined as the specified situation, including accomplishment of completion criteria, for an environmental cleanup activity at the end of the Task Order period of performance (POP).

**Table B-1. Master IDIQ Contract Line Item Number (CLIN) Structure**

CLIN	CLIN Title	Maximum Value of Services	Contract Ordering Period
00001	SRS IMCC	<del>\$24B</del> <u>\$21,000,000,000</u>	Up to 10 years from the effective date of Contract.
<del>B = Billion</del>			

Each Task Order will include a price based on the Contractor’s price proposal for the Task Order (see Section H, “Task Ordering Procedure”), negotiations, and agreement on price; and the requisite clauses depending on the Task Order type, (including but not limited to the following clauses (a) through (e)). Fill-ins will be completed at the Task Order level.

### (a) DOE-B-2001 Cost-Plus-Fixed-Fee Task Order: Total Estimated Cost and Fixed Fee (Oct 2014) (Revised)

- (1) This is a Cost-Plus-Fixed-Fee type Task Order. In accordance with the clause at FAR 52.216-8, Fixed Fee, the total estimated cost and fixed-fee for this Task Order are as follows:

Total Estimated Cost: [insert total estimated cost]

Fixed Fee: [insert fixed fee]

- (2) The Total Estimated Cost and Fee of the Task Order, and/or the Total Estimated Cost and Fee of the Task Order Contract Line Items, is as follows:

[insert, if any, line item nos. and associated amounts for cost and fee]

- (3) Payment of fee will be made in accordance with [insert instructions for fee payment or title of applicable clause addressing payment].
- (b) DOE-B-2002 Cost-Plus-Award-Fee Task Order: Total Estimated Cost and Award Fee (Oct 2014) (Revised)
- (1) This is a Cost-Plus-Award-Fee type of Task Order. The total estimated cost and award fee are as follows:
- Total Estimated Cost: [insert total estimated cost]
- Award fee: [insert available award fee]
- (2) The Total Estimated Cost and Fee of the Task Order, and/or the Total Estimated Cost and Fee of the Task Order Contract Line Items, is as follows:
- [insert, if any, line item nos. and associated amounts for cost and fee]
- (3) Payment of fee will be made in accordance with [insert instructions for fee payment or title of applicable contract clause addressing payment].
- (c) DOE-B-2003 Cost-Plus-Incentive-Fee Task Order: Total Estimated Cost and Incentive Fee (Oct 2014) (Revised)
- (1) This is a Cost-Plus-Incentive-Fee type Task Order. In accordance with the clause at FAR 52.216-10, Incentive Fee, the target cost, target fee, maximum and minimum fees, and the target fee increase and decrease ratios for this Task Order are:
- Target Cost: [insert target cost]
- Target Fee: [insert target fee]
- Maximum Fee: 15%
- Minimum Fee: \$0
- As specified at Section I clause FAR 52.216-10, Incentive Fee, paragraph (e)(1): the fee payable under this contract shall be the target fee increased by **thirty (30) cents** for every dollar the total allowable cost is less than the target cost or decreased by **thirty (30) cents** for every dollar the total allowable cost exceeds the target cost. In no event shall the fee be greater than **fifteen (15) percent** or less than **zero percent** of the target cost.
- (2) The target cost, target fee, minimum and maximum fee, and target fee increase/decrease ratios are applicable to the following Task Order Contract Line Items:
- [insert, if any, line item nos. and associated amounts for cost, fee, and fee increase/decrease ratio]
- (3) Payment of fee shall be made in accordance with the clause 52.216-10, Incentive Fee and the clause in the Task Order entitled [insert applicable clause addressing fee payment in addition to FAR clause].

(d) DOE-B-2004 Cost Task Order – No Fee: Total Estimated Cost (Oct 2014) (Revised)

- (1) This is a Cost Task Order with no fee. In accordance with the clause at FAR 52.216-11, *Cost Contract-No Fee*, the total estimated cost for this Task Order is:

Total Estimated Cost: [insert total estimated cost]

- (2) The Total Estimated Cost of the Task Order, and/or the Total Estimated Cost of the Task Order Contract Line Items, is as follows:

[insert, if any, line item nos. and associated amounts for cost]

(e) DOE-B-2006 Firm-Fixed-Price Task Order (Oct 2014) (Revised)

- (1) This is a firm-fixed-price Task Order. The Contractor shall provide the following [insert “supplies” or “services,” as applicable] at the following firm-fixed unit prices:

[Insert Listing of Firm-Fixed Prices for the supplies or services]

- (2) Payments of the Task Order’s firm-fixed-price will be made in accordance with [insert instructions for payment or title of applicable Task Order clause addressing payment].

### B.3 Contract Minimum and Maximum Value of Services

- (a) The guaranteed minimum value of task orders to be issued is ~~\$5~~\$5,000,000.  
(b) The maximum value of task orders to be issued is ~~\$21~~\$21,000,000,000.

### B.4 DOE-B-2013 Obligation of Funds (Oct 2014) (Applies to CR Task Orders only)

- (a) Pursuant to the Clause of this Contract at FAR 52.232-22, *Limitation of Funds*, total funds in the amount(s) specified below are obligated for the payment of allowable costs and fee. It is estimated that this amount is sufficient to cover performance through the date(s) shown below.

To Be Determined on a Task Order basis.

### B.5 DOE-B-2015 Task Order Fee/Profit Ceiling (Oct 2014) (Revised)

- (a) Task Order fee/profit ceilings will adhere to the following criteria.
- (1) *CPIF Task Orders*. The maximum fee amount shall not exceed 15 percent of the target cost, and shall serve as the maximum fee ceiling. The target fee ceiling amount that can be negotiated is [Offeror Fill-In; not to exceed 10% of the target cost] percent of the target cost.
- (2) *CPAF Task Orders*. The award fee ceiling amount that can be negotiated is [Offeror Fill-In; not to exceed 8% of the estimated cost] percent of the estimated cost. There is no base fee available under CPAF task orders.

- (3) *CPFF Task Orders*. The fixed fee ceiling amount that can be negotiated is [Offeror Fill-In: not to exceed 5% of the estimated cost] percent of the estimated cost.
- (4) *Hybrid Task Orders*. Task orders comprising multiple CLIN types shall apply the fee/profit ceiling(s) at the CLIN level.
- (5) *Firm Fixed Price Task Orders*. The profit ceiling amount that can be negotiated, as specified as a percentage of the negotiated cost, is [Offeror Fill-In] percent.
- (b) The fee (target, award, or fixed)/profit amount for each Task Order will be negotiated and established based on risk and complexity. The Contractor may propose a fee/profit amount it determines appropriate as long as the proposed amount adheres to the criteria above.
- (c) The ceiling percentage(s) shall at no time exceed any statutory limitations imposed by 10 United States Code (U.S.C.) 2306(d), 41 U.S.C. 3905, and FAR 15.404-4(c)(4)(i).

## B.6 Funding Profile

The planned funding profile per the Government Fiscal Year (FY) is shown below. Funding is subject to Congressional and Departmental funding authorization.

**Table B-2. ~~Annual~~ Funding Profile\***

	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31
PBS 14C-Liquid Tank Waste	1,100,000	1,100,000	1,100,000	1,100,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000
PBS 41- Surveillance, Maintenance, and Deactivation				37,000	34,000	35,000	36,000	37,000	38,000	39,000	39,000
PBS 11C- Nuclear Material (minus K area)				300,000	320,000	320,000	320,000	320,000	370,000	370,000	370,000
Total	1,100,000	1,100,000	1,100,000	1,437,000	1,554,000	1,555,000	1,556,000	1,557,000	1,608,000	1,609,000	1,609,000

	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35
PBS 14C-Liquid Tank Waste	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	900,000	900,000
PBS 11C- Nuclear Material (minus K area)				340,000	350,000	320,000	270,000	270,000	270,000	280,000	300,000	310,000	320,000	180,000	180,000
PBS 41- Surveillance, Maintenance, and Deactivation				30,000	28,000	28,000	28,000	29,000	29,000	29,000	29,000	29,000	30,000	30,000	30,000
Total	1,000,000	1,000,000	1,000,000	370,000	378,000	348,000	298,000	299,000	299,000	309,000	329,000	339,000	350,000	210,000	210,000

\*The dollar amounts are represented in (\$1000's). The provided funding profile represents the Government's estimate of future funding. This assumed funding is not a guarantee of available funds. Actual funding may be greater or less than these estimates. There is no commitment by DOE to request funds equivalent to this assumed funding. Available funds depend on Congressional appropriations and priorities within the DOE. The provided funding profile covers estimated costs and fee and/or prices to be identified in Section B of the Task Orders, inclusive of funding of pension and benefit programs described in Section C.

**Note: The start dates of FY 24 for PBS 41 and 11C are estimated and may change at the sole discretion of the Department of Energy (DOE).**

## B.7 Allowability of Subcontractor Fee (Applies to CR Task Orders only)

- (a) If the Contractor has formed and performs the Contract as a teaming arrangement, as defined in FAR 9.601(1) and (2) *Contractor Team Arrangements*, the team shall share in the total fee for underlying Task Orders. Separate, additional, subcontractor fee is not an allowable cost under Task Orders for

individual team members, or for a subcontractor, supplier, or lower-tier subcontractor that is a wholly-owned, a majority-owned, or an affiliate entity of any team member.

- (b) The subcontractor fee restriction in paragraph (a) above does not apply to members of the Contractor's team that are: (1) small business(es); (2) Protégé entities as part of an approved Mentor-Protégé relationship identified in the Contractor's Diversity Plan as per the Section H Clause entitled, DOE-H-2046, *Diversity Program*; (3) subcontractors under a competitively awarded (that is, awarded in a manner that meets all the criteria of full and open competition and results in a reasonable subcontract price) FFP subcontract; or (4) subcontractors providing commercial items as defined in FAR 2.101, *Definitions*, if the subcontract price is fair and reasonable.

### **B.8 Small Business Subcontracting Fee Reduction**

For the purpose of implementing this Clause, the percentage goals established in the separate subcontracting goals submitted at the Task Order level will remain in effect for the duration of the Task Order period of performance.

- (a) The Contractor's performance in the following areas will be evaluated at least annually: (1) progress toward meeting the cumulative small business performance percentage in accordance with the Section H Clause entitled, Subcontracted Work; (2) progress toward meeting the ~~overall~~ cumulative ~~compliance with the~~ small business subcontracting goals for the Master IDIQ Contract; and (3) progress toward meeting the required number of active Mentor-Protégé Agreements.
- (b) If the Contractor has not met any or all of the requirements in paragraph (a) of this clause, and/or has failed to provide meaningful work for small businesses, the Contracting Officer (CO) may reduce the fee by up to 10 percent (CR Task Orders) or the price by up to two percent (FFP Task Orders) depending on the nature and magnitude of the failure.

### **B.9 Basis for Changes**

The Contractor is responsible for total performance of Task Orders issued under this Contract, including its specific technical approach and methods to perform the Task Order PWS, including End States (if applicable). The Contractor is responsible for examining available information, such as drawings and designs, photographs, regulatory documents, and other documents in developing its approach and estimated pricing for individual Task Orders. For all work within the control of the Contractor, the consequences of any adverse Contractor work performance, and the consequences of any regulatory actions in response to adverse Contractor work performance, shall not be a basis for equitable adjustment. As applicable, Task Orders issued under this Contract shall clearly identify the risk ownership for both the Government and the Contractor such that ~~contract~~Task Order changes are minimized to the extent practicable.

**(Table with risk ownership to be negotiated and included within individual Task Orders, as applicable)**

### **B.10 Conditional Payment of Fee - DOE Performance Criteria/Requirements**

This Clause supplements the Section I Clause DEAR 970.5215-3 entitled, *Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts*, by establishing Site-specific Environmental, Safety, Health, and Quality (ESH&Q) and security performance criteria/requirements. This clause does not replace the Section I clause. Performance failures relating to the performance

criteria set forth in this Clause will be processed in accordance with DEAR 970.5215-3. Site-specific performance criteria/requirements for ESH&Q and Safeguards and Security (SAS) are as follows:

(a) ESH&Q

- (1) First Degree: Performance failures relating to the criteria set forth in this Clause will be processed in accordance with DEAR 970.5215-3.
- (2) Second Degree: Performance failures relating to the criteria set forth in this Clause will be processed in accordance with DEAR 970.5215-3.
- (3) Third Degree: Performance failures that reflect a lack of focus on ESH&Q or failures to comply with an approved Integrated Safety Management System (ISMS) that may result in a negative impact to the public, workers, or environment. The following performance failures, or events of similar import, are examples of performance failures that are considered third degree:
  - (i) Multiple similar non-compliances identified by external oversight (e.g., Federal) that in the aggregate indicate a significant programmatic breakdown.
  - (ii) Non-compliances or adverse performance trends that either have or may have significant negative impact to the public, workers, or environment or that indicate a significant programmatic breakdown.
  - (iii) Failure to notify the CO upon discovery of events or conditions where notification is required by the terms and conditions of the Contract.
  - (iv) Failure to report required data accurately and within the required timeframes (e.g., within 24 hours of incident).

(b) Safeguards and Security

- (1) First Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have resulted in, or that can reasonably be expected to result in, exceptionally grave damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered first degree:
  - (i) Theft, loss, or diversion of Category I or II Special Nuclear Material (SNM); adversarial attacks or acts of sabotage that result in significant consequences to the safety or security of personnel, facilities, or the public due to a failure or inadequacy of performance by the Contractor.
  - (ii) Receipt of an overall rating of Unsatisfactory on any DOE SAS survey, audit, and/or inspection.
  - (iii) Failure to implement effective corrective action(s) in response to any first degree performance failure.
- (2) Second Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, serious damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered second degree:



- (i) Theft, loss or diversion of Category III SNM that is due to a failure or inadequacy of performance by the Contractor.
  - (ii) Inventory differences of Category I/II/III SNM beyond alarm limits where there is no evidence that the difference is created by loss, theft, or diversion.
  - (iii) Any amount of SNM found in a dangerous/hazardous or unapproved storage environment, or unapproved mode of transportation/transfer.
  - (iv) Failure to implement effective corrective action(s) in response to an occurrence of any second degree performance failure.
- (3) Third Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, undue risk to the common defense and security, and/or jeopardizes protection of the facility or Site security interests. The following are examples of performance failures or performance failures of similar import that will be considered third degree:
- (i) Loss, theft, diversion, or unauthorized disclosure of information classified as Confidential.
  - (ii) Evidence that SNM data has been manipulated or falsified.
  - (iii) Inventory differences of Category IV SNM beyond alarm limits where there is no evidence that the difference is created by loss, theft, or diversion.
  - (iv) Loss, theft, or diversion of Category IV quantities of SNM that is due to a failure or inadequacy of performance by the Contractor.
  - (v) Five or more incidents that involve a potential compromise of classified information and/or unsecured classified repository, in any three (3) month period, of any type.
  - (vi) Receipt of any topical area rating of Unsatisfactory on any DOE SAS survey, audit, and/or inspection.
  - (vii) Failure to implement effective corrective action(s) in response to any third degree performance failure.
  - (viii) Non-compliant or adverse cyber security performance that indicates serious cyber security program degradation (e.g., negative mission impacts or compromise of sensitive information [Sensitive Unclassified Information, Personally Identifiable Information, Unclassified Controlled Nuclear Information]).

#### **B.11 Provisional Payment of Fee (Oct 2013) (Revised) (Applies to CR Task Orders only)**

- (a) Notwithstanding any other term or condition of this Contract and the resulting Task Orders to the contrary, this clause applies to and has precedence over all other terms and conditions of this Contract and the resulting Task Orders that provide for provisional payment of fee.
- (b) The Contractor must notify the CO immediately if it believes any incongruence exists between this clause and any other term or condition of this Contract or the resulting Task Orders that provides for provisional payment of fee. If a term or condition of this Contract or the resulting Task Orders provides for provisional payment of fee but fails to include all of the requirements of this clause, that term or condition will be considered to include the omitted requirements.

- (c) This clause conforms to the FAR and DOE fee policy and constructs. The following definitions and concepts apply.
- (1) Price means cost plus any fee or profit applicable to the Task Order.
  - (2) The terms profit and fee are synonymous.
  - (3) Incentive means a term or condition whose purpose is to motivate the Contractor to provide supplies or services at lower costs, and in certain instances with improved delivery or technical performance, by relating the amount of profit or fee earned to the Contractor's performance.
  - (4) Earned fee for an incentive means fee due the Contractor by virtue of its meeting the Task Order's requirements entitling it to fee. Earned fee does not occur until the Contractor has met all conditions stated in the Task Order for earning fee.
  - (5) Available fee for an incentive means the fee the Contractor might earn but has not yet earned.
  - (6) Provisional payment of fee for an incentive means the Government's paying available fee for an incentive to the Contractor for making progress towards meeting the performance measures for the incentive before the Contractor has earned the available fee.
  - (7) Provisional payment of fee has no implications for the Government's eventual determination that the Contractor has or has not earned the associated available fee. Provisional payment of fee is a separate and distinct concept from earned fee. The Contractor could, for example, receive 100% of possible provisional fee payments yet not earn any fee (the Contractor would be required to return all of the provisional fee payments). The Contractor could, for example, receive 0% of possible provisional fee payments yet earn the entire amount of available fee (it would not receive any fee payments until the Government's determination that the Contractor had earned the associated available fee for the incentive).
  - (8) Clause means a term or condition used in this Contract.
- (d) The Task Order's price, incentives included in its price, and all other terms and conditions reflect the Government's and the Contractor's agreement to link, to the maximum extent practical, the Contractor's earning of fee to its achievement of final outcomes rather than interim accomplishments.
- (e) Certain terms and conditions of the Task Order provide for provisional payment of fee for certain incentives. Other terms and conditions of the Task Order provide for each such incentive the requirements the Contractor must meet to earn the fee linked to the incentive. The terms and conditions of this Task Order that provide for provisional payment of fee for certain incentives include for each such incentive the requirements the Contractor must meet before the Government is obligated to pay fee, provisionally, to the Contractor and for the Contractor to have any right to retain the provisionally paid fee.
- (f) The CO, at his/her sole discretion, will determine if the Contractor has met the requirements under which the Government will be obligated to pay fee, provisionally, to the Contractor and for the Contractor to have any right to retain the provisionally paid fee.

- (g) If the CO determines the Contractor has not met the requirements to retain any provisionally paid fee and notifies the Contractor, the Contractor must return that provisionally paid fee to the Government within 30 days:
  - (1) The Contractor's obligation to return the provisional paid fee is independent of its intent to dispute or its disputing the Contracting Officer's determination; and
  - (2) If the Contractor fails to return the provisionally paid fee within 30 days of the Contracting Officer's determination, the Government, in addition to all other rights that accrue to the Government and all other consequences for the Contractor due to the Contractor's failure, may deduct the amount of the provisionally paid fee from: amounts it owes under invoices; amounts it would otherwise authorize the Contractor to draw down under a Letter of Credit; or any other amount it owes the Contractor for payment, financing, or other obligation.
- (h) If the Contractor has earned fee associated with an incentive in an amount greater than the provisional fee the Government paid to the Contractor for the incentive, the Contractor will be entitled to retain the provisional fee and the Government will pay it the difference between the earned fee and the provisional fee.
- (i) If provisional fee is provided for under a Task Order and the CO determines the Contractor has met all of the other applicable terms and conditions in both the Task Order and the Master IDIQ Contract required to be eligible for provisional payment of fee and the Contractor has accomplished established incentive(s) under the Task Order, the Contractor is authorized to submit a voucher requesting provisional fee payment not more often than once per calendar quarter, at an equal prorated percentage amount of up to 50 percent of the target and/or available fee for the Task Order, pending satisfactory performance.

#### **B.12 Limitation of Government's Obligation (Applies to FFP Task Orders only)**

- (a) This contract's fixed-price Task Orders issued under CLIN 00001 have traditional Federal Acquisition Regulation fixed prices and contract terms and conditions, with the exceptions that: fixed-price Task Orders issued under CLIN 00001 may be incrementally funded; and if a CLIN or Task Order is incrementally funded, in the event of termination before it is fully funded the Government's maximum liability for the CLIN or Task Order will be the lower of the amount of funds allotted to the CLIN or Task Order or the amount payable to the Contractor per the Termination for Convenience (Fixed-Price) clause of this contract. For each CLIN or Task Order there is:
  - (1) a fixed price for the action;
  - (2) a fixed amount of work that corresponds to the fixed price;
  - (3) a planned funding schedule that corresponds to the fixed price and the fixed amount of work;
  - (4) no Government obligation to the Contractor until the Government allots funds to the contract for the action;
  - (5) if the Government allots funds, a maximum Government obligation, including any termination obligations, to the Contractor equal to the allotted funds; and

- (6) an obligation that the Government will pay the Contractor for the work the Contractor performs for which funds were allotted based on the price of the work performed, not the costs the Contractor actually incurs.
- (b) For each CLIN or Task Order:
- (1) the Government's maximum obligation, including any termination obligations and obligations under change orders, equitable adjustments, or unilateral or bilateral contract modifications, at any time is always less than or equal to the total amount of funds allotted by the Government to the contract for the CLIN or Task Order;
  - (2) the Contractor explicitly agrees it reflected (that is, included or could have included an additional amount) in its offered price and in the subsequent negotiated fixed price for each of the fixed-price CLINs or Task Orders included in this contract:
    - (i) the added complexity, challenges, and risks (including all risks, costs or otherwise, associated with termination as articulated in this clause) to which the Contractor is subject due to the incremental funding arrangement established in this clause; and
    - (ii) the specific risk that in the event of termination of an incrementally funded CLIN or Task Order before the CLIN or Task Order is fully funded, the Contractor could receive less than the Termination for Convenience (Fixed-Price) clause of this contract would allow. The maximum Government obligation for a fixed-price CLIN or Task Order is the allotted funds for the CLIN or Task Order, as a result, the Contractor will receive the lower of the allotted funds or what the Termination for Convenience (Fixed-Price) clause of this contract would allow.
  - (3) the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government, which is the price of the services the allotted funds cover, equals the total amount allotted to the contract for the services;
  - (4) if funds become available and the Government's need continues, the Government will allot funds periodically to the CLIN or Task Order, the Contractor will provide a fixed amount of work for the funds allotted, and the Government will pay the Contractor based on the price of the fixed amount of work. The Government will not pay the Contractor based on the costs the Contractor incurs in performing the work; and
  - (5) the Contractor agrees to provide the fixed amount of work for the fixed price identified in the contract's Section B, Supplies or services and prices/costs, and in accordance with the delivery schedule identified in the contract's Section F, Deliveries or performance, provided the Government provides the funding per or earlier than the Planned Funding Schedule in paragraph (n) of this clause. At any time, the cumulative amount of funds allotted is the fixed price for the cumulative fixed amount of work identified with the funds.
- (c) For each CLIN or Task Order:
- (1) The fixed price (of both the entire CLIN or Task Order and of the current cumulative amount of funds allotted to the CLIN or Task Order at any time during contract

- performance) is not subject to any adjustment on the basis of the Contractor's cost experience;
- (2) The contract places the maximum risk and full responsibility on the Contractor for all costs and resulting profit or loss; and
  - (3) If the Government meets the entire Planned Funding Schedule,
    - (i) the cumulative amount of funds allotted will equal the CLIN's or Task Order's fixed price and
    - (ii) the Contractor must provide the work the contract requires for the CLIN or Task Order.
  - (d) The fixed price for each CLIN or Task Order is listed in Section B of this contract.
  - (e) The Planned Funding Schedule for each CLIN or Task Order is in paragraph (n) of this clause. The sum of the planned funding for each CLIN or Task Order equals the fixed price of the CLIN or Task Order.
  - (f) The Actual Funding Schedule for each CLIN or Task Order is in paragraph (o) of this clause. It specifies the actual amount of funds allotted and presently available for payment by the Government separately for Task Orders issued under CLIN 00001, and the work to be performed for the funds allotted.
    - (1) The Contractor may bill against a CLIN or Task Order only after the Government has allotted funds to the CLIN or Task Order and the Contractor has delivered the services and earned amounts payable for the CLIN or Task Order.
      - (i) The Contractor may bill only the lower of the two preceding amounts, that is, the lower of allotted funds or amount payable.
      - (ii) If the Contractor does not perform the contract's requirements for the CLIN or Task Order, it must return the amounts that it billed that the Government reimbursed.
  - (g) If during the course of this contract the Government is allotting funds to a CLIN or Task Order per or earlier than the Planned Funding Schedule, this contract to that point will be considered a simple fixed-price contract for that CLIN or Task Order regardless of the rate at which the Contractor is, or is not, earning amounts payable, and:
    - (1) The Government's and the Contractor's obligations under the contract for the CLIN or Task Order—with the exception that the Government's obligation for the CLIN or Task Order is limited to the total amount of funds allotted by the Government to the CLIN or Task Order and similarly the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted—will be as if the CLIN or Task Order were both fixed price and fully funded at time of contract execution, that is, the Contractor agrees that: it will perform the work of the contract for that CLIN or Task Order; and neither the fixed-price for the CLIN or Task Order nor any other term or condition of the contract will be affected due to the CLIN's or Task Order's being incrementally funded.
      - (i) The Contractor agrees, for example, if the Government allots funds to a CLIN or Task Order per or earlier than all of the funding dates in the Planned Funding

Schedule for the CLIN or Task Order, the Government has met all of its obligations just as if the CLIN or Task Order were fully funded as of the time of contract execution and the Contractor retains all of its obligations as if the CLIN or Task Order were fully funded as of the time of contract execution, while at the same time the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the contract; consequently, if the Contractor earns amounts payable at any time in performing work for the CLIN or Task Order that exceed the total amount of funds allotted by the Government to the contract for the CLIN or Task Order:

- (A) it (not the Government) will be liable for those excess amounts payable
- (B) it will remain liable for its obligations under every term or condition of the contract and
- (C) if it fulfills all of its obligations for that CLIN or Task Order and the Government allots funds to the CLIN or Task Order equal to the CLIN's or Task Order's fixed price, the Government will pay it the fixed price for the CLIN or Task Order and no more.

- (ii) The Contractor also agrees, for example, if the Government allots funds to a CLIN or Task Order by the first funding date in the Planned Funding Schedule, the Government has met all of its obligations up to that point in the contract as if the CLIN or Task Order were fully funded (that is, as if progress payments based on cost had been agreed to and had been made, or milestone payments had agreed to and been made, or etc.) and the Contractor retains all of its obligations up to that point (such as meeting delivery schedules, maintaining quality, etc.) as if the CLIN or Task Order were fully funded; consequently, if the Government subsequently terminates the CLIN or Task Order it will pay the Contractor the lower of the following two amounts: the amount allotted by the Government to the CLIN or Task Order; or the amount payable per the Termination for Convenience (Fixed-Price) clause of this contract.

- (h) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the amount payable it expects to earn for the CLIN or Task Order in the next 60 days, when added to all amounts payable previously earned, will exceed 75 percent of the total amount allotted to the CLIN or Task Order by the Government.
  - (1) The notification is for planning purposes only and does not change any obligation of either the Government or the Contractor.
  - (2) The Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the CLIN or Task Order.



- (3) The Government may require the Contractor to continue performance of that CLIN or Task Order for as long as the Government allots funds for that CLIN or Task Order sufficient to cover the amount payable for that CLIN or Task Order.
- (i) If the Government does not allot funds to a CLIN or Task Order per or earlier than its Planned Funding Schedule, the Contractor will be entitled to an equitable adjustment and:
  - (1) the Government's maximum obligation, including any termination obligation, to reimburse the Contractor remains limited to the total amount of funds allotted by the Government to the contract for that CLIN or Task Order;
  - (2) the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government, equals the total amount allotted to the contract;
  - (3) if the Government subsequently terminates the CLIN or Task Order, it will pay the Contractor the lower of the following two amounts: the total amount of funds allotted by the Government to the contract for the CLIN or Task Order; or the amount payable per the Termination for Convenience (Fixed-Price) clause of this contract.
- (j) Except as required by either other provisions of this contract specifically citing and stated to be an exception to this clause, or by, among other things, terminations, change orders, equitable adjustments, or unilateral or bilateral contract modifications specifically citing and stated to be an exception to this clause, for either CLIN or Task Order:
  - (1) The Government is not obligated to reimburse the Contractor in excess of the total amount allotted by the Government to this contract for the CLIN or Task Order; and
  - (2) The Contractor is not obligated to continue performance under this contract related to the CLIN or Task Order or earn amounts payable in excess of the amount allotted to the contract by the Government until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to the CLIN or Task Order.
- (k) No notice, communication, or representation in any form, including, among other things, change orders, equitable adjustments, or unilateral or bilateral contract modifications, other than that specified in this clause, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract for a CLIN or Task Order, which will remain at all times the Government's maximum liability for a CLIN or Task Order. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any amounts payable earned for a CLIN or Task Order in excess of the total amount allotted by the Government to this contract for a CLIN or Task Order, whether earned during the course of the contract or as a result of termination.
- (l) Change orders, equitable adjustments, unilateral or bilateral contract modifications, or similar actions shall not be considered increases in the Government's maximum liability or authorizations to the Contractor to exceed the amount allotted by the Government for a CLIN or Task Order unless they contain a statement increasing the amount allotted.
- (m) Nothing in this clause shall affect the right of the Government to terminate this contract for convenience or default.

(n) Planned Funding Schedule:

The following table and requisite information shall be inserted by the Government in each fixed-priced Task Order to account for incrementally funded FFP CLINs:

CLIN [TBD in each Task Order]:

CLIN	Date	Funds To Be Allotted	Work To Be Accomplished	Cumulative Funds To Be Allotted	Cumulative Work To Be Accomplished

(o) Actual Funding Schedule:

The following table and requisite information shall be inserted by the Government in each fixed-priced Task Order to account for incrementally funded FFP CLINs:

CLIN [TBD in each Task Order]:

CLIN	Date	Funds <del>To Be</del> Allotted	Work To Be Accomplished	Cumulative Funds <del>To Be</del> Allotted	Cumulative Work To Be Accomplished



**Part I – The Schedule**  
**Section C**  
**Performance Work Statement**

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## SRS Integrated Mission Completion Cleanup Contract Overview and Objectives

### Background

The U.S. Department of Energy (DOE) Savannah River Site (SRS also referred to herein as “Site”) is located in western South Carolina, covering 310 square miles in Aiken, Allendale and Barnwell counties. SRS was constructed during the early 1950s to produce basic materials used in fabrication of nuclear weapons, primarily tritium and plutonium-239, in support of our nation's defense programs.

The SRS cleanup strategy is to eliminate or minimize nuclear materials, spent nuclear fuel (SNF), and waste through safe stabilization, treatment, and/or disposition; reduce costs of continuing operations and surveillance and maintenance; remediate surface water, groundwater and contaminated soils consistent with regulatory agreements and permits; and, perform deactivation and decommissioning (D&D) of excessed facilities. The Department's completion strategy provides a comprehensive risk-based methodology to the legacy cleanup project, such as dispositioning radioactive liquid waste (LW) through vitrification of high activity waste constituents at the Site's Defense Waste Processing Facility (DWPF), and using existing SRS facilities to receive, store, and disposition aluminum-clad SNF.

### Contract Purpose and Objectives

- (a) One of the U.S. DOE strategic goals is to meet the challenges of cleaning up the nation's Manhattan Project and Cold War legacy. To accomplish this goal, the Office of Environmental Management (EM) must reduce environmental liabilities through accelerated cleanup of high-risk areas resulting in risk reduction. This goal must be accomplished in a manner that is protective of human health and the environment.
- (b) The purpose of the SRS Integrated Mission Completion ~~(IMC)~~ Contract (IMCC) is to achieve significant risk and financial liability reduction that provides the best overall optimal solution to Site accelerated completion and closure. Ultimately, the tasks, including the End States associated with the tasks, to be performed during the Contract ordering period will be defined in future Task Orders. The term “End State” is defined as the specified situation, including accomplishment of completion criteria, for an environmental cleanup activity at the end of the Task Order period of performance (POP).
- (c) The Contractor is responsible for the performance of the entire scope under the Contract including defining the specific methods, innovations, regulatory approach, and graded approaches for accomplishing all work to be performed and managing, integrating, and executing work described in this ~~Performance Work Statement (PWS)~~ PWS.
- (d) The DOE's goal is to efficiently optimize the scope, cost, and schedule associated with performance of all work while ensuring quality, protecting the safety of the workers, environment, and the public, to reduce EM's environmental liabilities.
- (e) The Contractor shall comply with Section 3116 of the Ronald W. Reagan National Defense Authorization Act (NDAA) for Fiscal Year 2005; the *Federal Facility Agreement for the Savannah River Site* (FFA); permits and requirements issued by the South Carolina

Department of Health and Environmental Control (SCDHEC); and any other applicable regulatory requirements and federal regulations.

- (f) The FFA is an enforceable agreement among DOE, SCDHEC, and U.S. Environment Protection Agency (EPA). It directs the comprehensive remediation of the SRS. The Contractor is not a signatory to the FFA but will support DOE in its role as the lead agency for ~~site~~Site remediation under Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and will support decision making by the three parties to the FFA. The Contractor's work products and processes will meet the requirements of the FFA when performing scope pursuant to the FFA. The Contractor is encouraged to propose cost-effective methods, strategies, and processes for consideration by DOE.
- (g) The Contractor shall prepare and submit all regulatory and supporting documentation to DOE prior to submittal to the regulatory agencies. In addition, DOE will:
  - (1) Operate as the owner in coordination with the regulators to reach agreement on Contractor-prepared regulatory and supporting documentation;
  - (2) Review, approve, and/or certify, as required, all regulatory and supporting documentation; and
  - (3) Prepare any additional National Environmental Policy Act (NEPA) analyses and/or documentation that may be required.
- (h) The Contractor shall ensure that its technical approach and execution of the work comply with all current applicable laws, regulations, and DOE directives as identified in Section J, Attachment J-2, *Requirements Sources and Implementing Documents*. The list of laws and regulations is not comprehensive. Omission of any applicable law or regulation from Attachment J-2 does not affect the obligation of the Contractor to comply with such law or regulation.
- (i) The Government shall conduct audits and surveillances of all aspects of the terms of this Contract to ensure compliance with the terms of this PWS. The results of all audits and surveillances will be resolved with the Contractor. DOE reserves the right to stop work in accordance with the Section H Clause DOE-H-2021, *Work Stoppage and Shutdown Authorization (Oct 2014)(Revised)*.
- (j) DOE plans to provide a steady, predictable funding stream to enable End State completion; however, funding is subject to the ordinary limitations associated with the congressional appropriation process.
- (k) Accelerated cleanup (i.e., accomplishing cleanup faster and more efficiently than planned) is a cooperative undertaking that requires the Contractor and the Government to seek innovative approaches to achieve the desired End States. This approach will require DOE and the Contractor to cooperate in creating an organizational culture to facilitate change and a mutual understanding of the technical approach and strategy that will lead to successful achievement of End States to be completed under this Contract. Streamlining the process, challenging requirements, and identifying efficiencies and performance improvements are critical to

accomplishing accelerated cleanup. The Contractor, in partnership with DOE and throughout the Contract ordering period, shall seek to identify requirements and processes that impede progress and recommend efficiencies and performance improvements that reduce the actual cost and/or improve the schedule for the work.

- (l) The Contractor, in partnership with DOE, will use its best efforts to further the acceleration of cleanup activities and reduce DOE's long-term liability (see Section H Clause entitled, *Partnering*).
- (m) ~~Manage~~The Contractor shall manage, integrate, and execute the work described in this PWS, as authorized through Task Orders. The Contractor shall provide all personnel, facilities, equipment, materials, services, and supplies required to complete the Contract work scope, except for the items described in Section J, Attachment J-8, *Government Furnished Services and Information* (GFS/I).
- (n) ~~Integrate~~The Contractor shall integrate and manage all capital and non-capital asset acquisition projects, activities, and subprojects as described in this PWS. The Contractor shall maximize efficient and cost-effective methods for completing the work scope. The Contractor will be the single point of accountability for the SRS IMC Contract activities, safety and quality assurance programs, regulatory and SRS interface, and project management in the performance of this Contract, including any subcontracts.
- (o) ~~Support~~The Contractor shall support transfer and/or accept operational responsibility for ~~these~~the IMCC facilities to support execution of the work. Some of the facilities included in this ~~SRS~~ IMC Contract scope may currently be the responsibility of DOE program offices other than EM and/or other contractors. Likewise, certain facilities currently included in the contract scope may be transferred to other DOE Program Offices. The Contractor shall develop interface documents with DOE management and other Site contractors, as needed, to support transition, stipulate respective roles and responsibilities, and define services to be provided by other DOE contractors.
- (p) ~~Comply with all applicable laws, regulations, permits, and DOE Directives (including invoked Technical Standards) identified in Section J, Attachment J-2, Requirements Sources and Implementing Documents.~~ During the conduct of authorized work scope, the Contractor shall also comply with all CERCLA decision documents in effect for the SRS.
- (q) ~~Support achieving the goals described in the DOE Office of Environmental Management Annual Performance Agreement in effect during the period of performance. The Contractor shall comply with Site-Wide programs and procedures (e.g., Lockout/Tagout Program, Radiation Protection Program, etc.)~~

#### Supplemental Information

The various elements of this ~~Performance Work Statement (PWS)~~ have descriptive statements of DOE's supplemental information associated with the performance of each element. Such statements are intended to provide the Contractor with insight regarding DOE's historical operational performance/planning perspective on the objectives that need to be accomplished in order to progress toward completion of the ~~Savannah River Site~~SRS cleanup. The Contractor is not



bound by such historical operational performance (e.g., waste processing rates, ratios, and limits) and is expected to seek to improve upon such historical operational performance while, at the same time, ensuring compliance with all applicable requirements. The Government makes no representations that the historical operational performance is what the Contractor will, in fact, experience in the execution of this contract.

### C.1 Contract Transition

The desired outcome is a smooth transition of full responsibility for execution of the Contract that maintains continuity of operations and avoids or minimizes disruptions to ongoing operations and/or accomplishment of the DOE mission.

As authorized by Task Order(s), the Contractor shall perform the activities necessary to transition work from the current SRS Liquid Waste contract, transition any subcontract work from the incumbent Liquid Waste Contractor as deemed necessary, and complete workforce transition in accordance with the requirements of Section H (H.2 – H.6) of this Contract. Nuclear Materials mission activities (specifically, Section C. 3 Nuclear Materials Stabilization and Disposition and Non-Operation Nuclear Facilities (Surveillance, Maintenance, and Deactivation)) may be transitioned via post-award task orders and are not part of this initial contract transition.

The Contractor shall submit a Transition Plan for DOE approval within 15 days after notice to proceed that provides a description of all necessary transition activities, ~~a list of the organizations involved, and a transition schedule, including key milestones.~~ to include:

- a. Describe the approach to transition the work identified in the Contract, including the transition team, their roles and responsibilities, and describe a Work Breakdown Structure (WBS) for each element of contract transfer responsibilities, including: scope of work, labor relations, human and material resources, services, and other work identified in the Contract.
- b. Describe responsibility for due diligence, to include its rationale, and a schedule of planned activities (transition schedule) and milestones necessary for the conduct of a safe, orderly contract transition; minimizing impacts on continuity of operations; identifying key issues and associated resolutions that may arise during transition; and planned interactions with DOE, other contractors, the workforce, regulators and stakeholder.
- c. The planned strategy for developing required documents (including licenses and agreements); A brief description of all involved organizations; planned execution of Interface Agreements with other DOE-SRS contractors and necessary Memoranda of Understanding (MOUs) with external organizations.
- d. Establish any Transition Interface Agreements necessary between it and other DOE-SRS contractors/subcontractors to define necessary interface points, scope boundaries, and/or provisions of services, as required.
- e. Identify agreements, letter approvals, determinations of cost allowability, or understandings the Contractor plans to rely upon and apply to work performed under this contract, or in the accounting of costs incurred. DOE agreements with predecessor contractors, contract

guidance, direction, or interpretation on other contracts shall not apply unless they have been identified and approved in advance by the CO.

- f. Document in a Transfer Agreement with the prior contractor all key elements of the transfer. This may include key elements such as purchase order and subcontract assignments, software license agreements, proper transfers/exclusions, key documents/databases/records, permits, outstanding liabilities, litigation, administrative claims, or other.

The Contractor is responsible for performing due diligence to ensure that all transition activities are identified and completed during the transition period (see Section L, Attachment L-9, *Task Order 1: -Transition-~~Liquid Waste~~*).

The list below includes the major elements necessary for transition of the Contract, but is not a comprehensive list of all transition requirements. The following items shall be addressed in the Transition Plan:

- (a) **Public Release Statement:** Within 72 hours following a Notice to Proceed (NTP), the Contractor shall release on its own website a brief Executive Summary of its offer including the following elements:
- (1) Name of Contractor including the identification of teaming partners and subcontractors and a description of the experience that each party brings to the project.
  - (2) Organizational Structure and Identification of Key Personnel.
  - (3) Summary/description of Contractor's management approach to execute the work.
  - ~~(3)~~(4) Brief overview of Contractor's work on similar projects.
  - ~~(4)~~(5) Commitments to the Community.
  - ~~(5)~~(6) Commitments to Small Business Subcontracting (if applicable).
- (b) **Implementation of Human Resources Management Requirements:** The Contractor's Transition Plan required above shall include a description of the Contractor's implementation of human resource management consistent with *Workforce Transition and Contractor Human Resources Management* requirements as described in Section H, Clauses H.3 through H.7.
- (c) **Inter-Contractor Ordering and Financial Agreements:** The Contractor shall develop the inter-contractor ordering and financial agreements necessary to support transition and Contract performance, and will be responsible for the costs incurred under these agreements.
- (d) **Status Reports – Transition Activities:** The Contractor shall provide weekly status reports of transition activities to DOE. The Contractor shall establish routine status

meetings with DOE and affected contractors to review transition activities and issues (see Section L, Attachment L-9, Task Order 1, *Liquid Waste Transition*, and Section J, Attachment J-7, *Contract Deliverables*).

- (e) **Government-Owned Property:** All real and personal property currently accountable to the incumbent Liquid Waste Contractor for contract performance will be provided to the Contractor. During the contract transition period, an inventory record of such property in the DOE Facilities Information Management System (FIMS) and the incumbent Liquid Waste Contractor's personal property databases will be provided to the Contractor. Specifically, the following property acceptance requirements will be implemented:

(1) The Contractor shall perform a joint comprehensive physical inventory with the incumbent Liquid Waste Contractor of all accountable high-risk and sensitive property, as defined in the Code of Federal Regulations (CFR) Title 41 Chapter 109, during the transition period, and shall accept full accountability for the high-risk and sensitive property at the end of transition.

(2) The Contractor shall accept, at the end of transition, transfer of accountability for the remaining government-owned real and personal property not covered under paragraph (1), based on existing inventory records on an "as-is, where-is" basis, or perform a wall-to-wall inventory within the transition period of the Contract. Any discrepancies with the existing inventory records shall be reported to the Contracting Officer (CO). At the end of transition, the Contractor shall assume responsibility and liability for subsequent losses and damages. If the physical inventory is not accomplished within the allotted time frame, the previous contractor's records will become the inventory baseline.

- (f) **DOE Safeguards and Security (~~SASS~~&~~S~~) Survey:** During the Contract transition period and prior to assuming control and responsibility for ~~SASS~~&~~S~~ responsibilities, the Contractor shall be subject to a DOE ~~SASS~~&~~S~~ initial survey conducted in accordance with DOE Order 470.4B4, *Safeguards and Security Program*. The results of the survey shall be documented and shall form the basis for DOE authorization to assume ~~SASS~~&~~S~~ responsibilities, in particular ~~responsibility~~~~responsibilities~~ for special nuclear material-, classified information, and other applicable protection level assets. Following a satisfactory survey, the Contractor shall assume responsibility for all applicable ~~SASS~~&~~S~~ resources, materials, facilities, documents, and equipment.

- (g) **Identification of Material Differences:** During the transition period, the Contractor shall identify any material differences between the systems, facilities, waste sites, property, and services (to include review of policies, procedures, technical documents and other documents in the form of information) described in this PWS and actual conditions. The Contractor shall prepare and submit a Statement of Material Differences (see Section L, Attachment L-9, Task Order 1, *Liquid Waste Transition*). ~~If~~ After receipt and evaluation of the CO-determines Contractor material differences submission, DOE will negotiate the Statementfinal list of Material Differencesrequires revisions-Difference and Preexisting Conditions with the Contractor and determine

whether a change to the Contract, ~~the CO may issue a change order is necessary. The CO will provide direction to reconcile the material differences with the Contract. Contractor to address any changes and will establish timeframes for completion of applicable actions.~~

- (h) **Legal Management Transition:** The Contractor shall provide a Litigation Management Plan in accordance with the Section H clause, *Legal Management*, and compliant with 10 CFR Part 719, *Contractor Legal Management Requirements*.
- (i) **Communication of Contractor's Approach:** The Contractor shall communicate its approach and commitments for accomplishing the scope of the Contract to workers, federal staff, stakeholders, and other interested entities during the transition period.
- (j) **Adoption of Programs ~~and~~, Procedures and Service Level Agreements:** To ensure continuity of operations, the Contractor shall adopt, as applicable, the incumbent Liquid Waste Contractor's programs ~~and~~, procedures and Service Level Agreements at NTP (e.g. Documented Safety Analysis (DSA), Technical Safety Requirement (TSR)s, operating procedures, etc.), provided the Contractor has formally reviewed the programs ~~and~~, procedures and Service Level Agreements to ensure compliance with Contract requirements, current regulatory requirements, DOE Orders and directives, and the Contractors' organizational roles and responsibilities. The Contractor shall revise those programs ~~and~~, procedures and Service Level Agreements it deems necessary provided the programs and procedures and Service Level Agreements remain in compliance with DOE requirements, and shall maintain its plans, programs, procedures, ~~programs, and Service Level Agreements,~~ etc. in accordance with this PWS.
- (k) **Graded Approach:** The Contractor ~~may~~shall submit a *Graded Approach for Implementation of Contract Requirements Plan* for DOE approval to streamline processes, apply a graded approach, and identify efficiencies and performance improvements (e.g., DOE directives, regulations, and others) that are critical to accomplishing the Site mission. The plan shall include a review and recommendations of changes to the current Site standards and implementing procedures for the elimination of requirements and/or streamlining of processes. ~~The Contractor shall interface with the other site contractors on proposed changes, as necessary. The Contractor may propose for DOE's approval, exceptions for self-performance of processes associated with business systems, procurement and asset management, human resources, and quality and operations excellence.~~

~~Task Order (TO) Proposals: During transition, the Contractor shall expediently provide the CO with TO~~The Contractor shall interface with the other Site contractors on proposed changes, as necessary. The Contractor shall initially adopt existing Service Level Agreements and/or other interface agreements with the future SRS Operations Contractor (also noted currently as the SRS Operations Contractor), Site Lab Contractor, and other Site Contractors while performing make or buy evaluations for services offered by the SRS Operations Contractor, Site Lab Contractor, and other Site Contractors, Section J, Attachment J-3, *Savannah River Site Services and Interface Matrix* needed by the Liquid Waste program.

The Contractor shall provide during Task Order 2 their detailed plan to address the SRS Operations Contractor, Site Lab Contractor, and other Site Contractors services needed. The Implementation Plan for the proposed procurement of those services shall be provided during Task Order 3 with actual implementation no later than the end of Task Order 3. In the Implementation Plan, the Contractor shall provide the basis for the proposed costs and fee for each cost category (direct labor, indirect rates, direct materials, etc.) for each service as follows: (1) what source data is existing and how that data is verifiable, and (2) key assumptions for efficiencies/innovations and what the Contractor's estimates are for those efficiencies/innovations. The Contractor's Implementation Plan shall be in sufficient detail at a summary level to demonstrate probable reasonableness and realism.

- (l) **Task Order Proposals:** During transition, the Contractor shall expediently provide the CO with Task Order proposals that are compliant with the Section H Clause entitled, *Task Ordering Procedure*. The CO will provide direction as applicable regarding these potential ~~TOs~~Task Orders and will establish time frames for submission of additional ~~TO~~Task Order proposals.

- (m)**Training for the Workforce:** Develop training for the workforce on the contract to include but not limited to changes from the prior PWS, Task Orders, Contractor's proposed management approach for execution of work, J Attachments regarding applicable Directives, Regulations, Policies and Standards; Site Services and Interface Requirements Matrix, and Contract Deliverables. Provide DOE a schedule for completion of training that results in 100 percent of the workforce trained within 6 months of NTP.

- ~~(m)~~(n) **Declaration of Readiness:** Submit a *Declaration of Readiness to Execute the Contract* to the CO, prior to the end of transition, indicating readiness to assume responsibility for execution of the Contract. Also, identify any post-transition activities that may be required to complete transition (e.g., notifications to outside agencies of transfer of co-operator responsibilities, completion of procedure updates).

## **C.2 Liquid Waste Stabilization/Disposition**

### **C.2.1 Liquid Waste Operations**

The mission of LW Operations is to receive, store, treat, and dispose of radioactive liquid waste. The LW Operations are highly integrated involving safely storing liquid radioactive waste in underground storage tanks; removing, treating, and dispositioning the low activity waste fraction as a saltstone waste form in concrete SDUs; vitrifying the higher activity waste at DWPF; storing the vitrified waste in stainless steel canisters until permanent disposition; and completing operational closure of all underground storage tanks and ancillary equipment.

The goal of the U.S. Department of Energy is to complete the LW cleanup mission at SRS in 15 years. The Contractor shall plan the work scope in this contract period of performance conducive to the achievement of this goal.



~~The Contractor shall maintain compliance with Site-wide manuals governing operations and maintenance requirements. These activities include routine operations, predictive, preventive and corrective maintenance, and infrastructure activities needed to support LW facilities and any facility improvements including general plant projects, major modifications, temporary modifications, and line item projects needed to sustain facility operations.~~ Facilities shall be operated and maintained in a condition to ensure operability as designed beyond the end of the contract period of performance.

The Contractor shall maintain a comprehensive Master Infrastructure List of critical facility and infrastructure needs. Infrastructure for the purpose of this work scope includes all facility support structures; operational equipment; fire protection; electrical systems; plumbing; heating, ventilation and air conditioning equipment; superstructures; interior and exterior enclosures; roofing; foundations; basement construction; conveying systems; stairs; and furnishings. The areas of consideration include the Tank Farms and associated systems, structures and components, S-Area, Z-Area, ETF, and SWPF in J-Area, once the SWPF is transitioned to the Contractor. It also includes the office trailers and other supporting facilities in areas B, E, G and T-Areas (see Section J, Attachment J-8, *Government Furnished Services and Information* (GFS/I)). The Contractor shall provide to DOE quarterly maintenance updates including a list of maintenance activities for these areas that were completed during the preceding quarter, a prioritized list of maintenance activities that are scheduled to be performed, and newly identified maintenance activities. The maintenance activities shall be prioritized, and risks associated with non-performance of the maintenance activities shall be identified and described with respect to safety and continued operations.

#### **C.2.1.1 Tank Farms**

Tank Farms operation includes multiple facilities and processes, including waste tank system transfers, evaporator operations, space management, salt and sludge waste retrieval, feed batch preparation for waste treatment facilities, and preparation of waste for transfer to other LW facilities, waste disposition, and, ultimately, operational closure of underground waste storage tanks and ancillary equipment.

##### **C.2.1.1.1 Actinide Removal Process/Modular Caustic Side Solvent Extraction Unit (ARP/MCU)**

Operation of ARP/MCU (interim salt processing and disposition of radioactive salt waste) was suspended and isolated to allow SWPF radioactive tie-ins to the liquid waste system. The Contractor shall maintain the ARP/MCU processes and facilities in a lay-up status until DOE makes the decision to proceed with final layup and complete execution of the de-inventory plan. Ventilation system filters will continue to be maintained to ensure any residual contamination is not be released from the facilities.

Alternately, the Contractor may, with DOE approval, re-purpose the ARP/MCU systems as part of the system optimization activities for accomplishment of the PWS consistent with applicable requirements.

#### **C.2.1.1.2 Tank Farm Operations**

The Contractor shall operate the Tank Farms to receive, concentrate, and store liquid radioactive wastes in support of ongoing Site activities and ensure the continued operability and structural integrity of the liquid radioactive waste tanks and ancillary structures. The Contractor shall be responsible for effective Tank Space Management, Salt Feed Preparation, Sludge Feed Preparation, Bulk Waste Removal/Retrieval, and Management of the ETF. The Contractor shall maintain a comprehensive tank inspection program that is compliant with the requirements specified in the SRS Federal Facility Agreement (FFA). Mercury monitoring/sampling and chemical analysis throughout the LW systems will continue to be performed. Mercury shall be managed consistent with the Safety Basis.

The Contractor shall ensure the Tank Farms have the capacity to receive up to 300,000 gallons of waste from H-Canyon processing operations annually through FY 2030.

#### **Supplemental Information**

The radioactive liquid waste contained in the underground storage tanks is in the form of saltcake, salt supernate, or insoluble sludge solids. The functions of the underground storage tanks are:

- Receipt and storage of radioactive liquid waste and by-products generated by operation of the chemical separations processing and research facilities.
- Prevention of potentially harmful exposure from radiation to Site worker and members of the public.
- Prevention of potentially harmful quantities of radionuclides and chemicals from escaping to the environment.
- Maintaining safe storage of the liquid radioactive waste.
- Preparing batches of liquid radioactive waste for treatment into a more stable form (solidification) for final disposition.

The F-Area Tank Farm (FTF) is a 22-acre site containing eight Type I, two Type III, eight Type IIIA, and four Type IV storage tanks. Six tanks in FTF have been operationally closed. In addition, FTF also includes supporting ancillary structures such as two evaporator systems, transfer pipelines, diversion boxes, a concentrate transfer system, a catch tank, and three pump pits. The H-Area Tank Farm (HTF) is a 45-acre site containing four Type I, four Type II, four Type III, thirteen Type IIIA, and four Type IV tanks. Two tanks in H-Tank Farm have been operationally closed. In addition, HTF includes supporting ancillary structures such as three evaporators, eight diversion boxes, ten pump pits, pump tanks, transfer valve boxes, and transfer piping. Also located in HTF is the ARP/MCU processing system. The twenty-four Type I, II, and IV tanks do not meet the secondary containment standards in the SRS Federal Facility Agreement. Eight of these tanks have been operationally closed. Out of these sixteen tanks that remain in service, eight tanks have leaked waste through the primary tank wall into their respective secondary containment (i.e. annulus space) and six of these tanks have completed bulk waste removal efforts (tanks 4F, 7F, 8F, 10H, 11H and 15H). Execution of waste retrieval in Type I and II tanks that have leak sites may reactivate these leak sites or expose new leak sites.

### C.2.1.1.2.1 Tank Space Management

The Contractor shall maintain usable working tank storage capacity (space) to support waste retrieval and prepare waste for permanent immobilization and disposition of HLW in a vitrified waste form and low-level waste in a grouted waste form (e.g., preparation of sludge and salt feed for DWPF and SWPF and receipt of waste from DWPF, ETF, and H-Canyon). The Contractor shall implement effective supplemental space management initiatives as necessary, including the operation of evaporator systems.

#### Supplemental Information

Since 1951, the Tank Farms have received over 160 Mgal of liquid waste, of which most has been evaporated and/or treated, leaving approximately 35.3 Mgal in the storage tanks. Available storage space is used for waste receipts, waste retrieval, and processing operations. A contingency amount of 1.3 Mgal is not included as working space and is reserved for the unlikely event of a full tank failure. Waste receipts and transfers are normal Tank Farm activities as the Tank Farms receive new or “fresh” waste from the H-Canyon stabilization program, a low activity waste stream from DWPF processing (typically referred to as “DWPF recycle”), wash water from sludge washing, and very small amount of concentrate from ETF.

The Tank Farms also make routine transfers to and from waste tanks and evaporators. The two evaporator systems, the 2H and 3H systems, support space management with volume reduction of 2 – 3 million gallons per year of liquids produced by sludge batch washing and DWPF recycle receipts. Although both systems are currently operating satisfactorily, both systems have experienced significant operational issues. A leak from the 3H evaporator pot into the secondary containment cell was successfully repaired in 2018. There are no plans to replace the 3H Evaporator pot but a spare pot will be available at the beginning of this contract performance period in case it is needed.

The space in Type III/IIIA tanks is used to: (1) retrieve waste from and clean older style (Type I, II, and IV) tanks; (2) prepare, qualify, and treat sludge waste for disposal; (3) prepare, qualify, and treat salt waste; and (4) support nuclear materials stabilization and disposal through H-Canyon. Additionally, several old-style tanks support immobilization and disposition of HLW. Old style tanks (Types I, II, and IV) are shown in Figures 2.4-1, 2.4-2, and 2.4-4 in WSRC-SA-2002-00007-VOL-1-DSA-ES, Ch. 1, 2 Rev 17, provided in the Document Library. The Tank Farm space management strategy in the Liquid Waste System Plan (<http://www.srs.gov/general/pubs/srr-lw-systemplan.pdf>) is based on projections of DWPF canister production rates, salt waste processing rates, influent stream volumes, Tank Farm evaporator performance, and space gain initiative implementation. Reuse of old-style tanks for storage of liquid may require DOE and/or regulator approval. The below Table identifies the operational and operationally closed tanks.

	Operational Tanks					
	Old Style Tanks			Compliant Tanks		Total
	Type I	Type II	Type IV	Type III	Type IIIA	
F Tank Farm	6	0	0	2	8	16



H Tank Farm	3	3	4	4	13	27
Total	9	3	4	6	21	43

	Operationally Closed Tanks					
	Old Style Tanks			Compliant Tanks		Total
	Type I	Type II	Type IV	Type III	Type IIIA	
F Tank Farm	2	0	4	0	0	6
H Tank Farm	1	1	0	0	0	2
Total	3	1	4	0	0	8

#### C.2.1.1.2.2 Salt Feed Preparation

The Contractor shall be responsible for operation and maintenance of equipment necessary to dissolve, batch, and adjust salt waste from various tanks to serve as feed for TCCR and SWPF. Salt batches shall meet the waste acceptance criteria (WAC) of the facility it will be transferred to.

Tank Farm feed preparation infrastructure modifications required to support SWPF increasing processing rates include:

- Waste retrieval infrastructure in several tanks to support salt batch feed preparation
- Mixing capabilities
- Enhanced transfer capabilities
- Transfer routes provided to blend/feed tank(s)

#### Supplemental Information

Salt feed preparation includes development of salt batches from various waste tanks for feed to salt treatment processes including SWPF and TCCR. Salt Feed Preparation for each batch currently requires four months for compiling, sampling, analysis, qualifying and transfer into the batch feed tank. SWPF is planned to process the majority of this salt solution waste. Salt preparation capability is dependent on the number of blend tanks available to prepare salt batches. Currently, a single tank is capable of preparing 3 to 4 Mgal/yr. Three blend tanks are needed to enable the Tank Farms to feed SWPF at 9 Mgal/yr. Two blend tanks are expected to be available upon SWPF startup and the third blend tank will be available for SWPF's second year of operation.

Factors that impact salt feed preparation include:

- Blend Tank availability
- Timely preparation of tanks for waste retrieval
- Effective and efficient saltcake dissolution
- Waste transfer logistics

Salt treatment technology demonstration of the at-tank cesium removal is in progress. Refer to Section C.2.2.5.2 for additional information.

#### **C.2.1.1.2.3 Sludge Feed Preparation**

The Contractor shall be responsible for operation of equipment and conducting treatment processes used to prepare sludge waste feed to sustain DWPF vitrification operations. The Contractor shall effectively couple tank waste retrieval operations with sludge waste feed preparation operations to provide sludge waste: 1) within compositional ranges that support sludge waste blending and preparation into batches that meet DWPF prescribed feed specifications; and 2) with sufficient volume to ensure the continuous availability of sludge waste feed to DWPF. The Contractor shall also model sludge waste feed preparation activities and execute activities necessary to ensure that DWPF vitrification operations can be sustained beyond the Contract period of performance.

##### Supplemental Information

The basic steps for sludge processing are: 1) sludge removal from tanks; 2) optional Low-Temperature Aluminum Dissolution; 3) blending and washing of sludge followed by sample, analysis, and qualification; and 4) sludge feeding to the DWPF. Currently a single tank (Tank 51H) is the sole DWPF feed preparation tank (see Figure 1).

Sludge preparation is paced by bulk waste retrieval and by tank storage space to prepare sludge batches. Sludge batch planning uses the estimated mass and composition of sludge and known processing capabilities to optimize processing sequences. The planned sludge batches are identified in the approved Liquid Waste System Plan.

Differences in sludge batch sequencing, total number canisters produced, and batch end dates is an effort to balance the end of salt processing more closely with the end of sludge processing. The projected canister pour rate is balanced to be appropriate for salt processing support.

Waste generated from processing of spent nuclear fuel and targets in H-Canyon has resulted in high amounts of aluminum solids as gibbsite or boehmite. Much of this aluminum can be removed from the sludge by dissolution of the aluminum and subsequent removal by decanting of the liquid phase. This reduces the number of canisters needed to disposition the sludge, due to the lowered sludge solids mass and improved waste loading in the glass. Dissolution is achieved by adding caustic, elevating temperature, mixing, and sufficient reaction time.

Sodium (Na) and other soluble salts (e.g., sulfates, nitrates, nitrites) in DWPF feed are reduced through sludge washing. Sludge washing is performed by adding water to the sludge batch, mixing with slurry pumps, securing the pumps to allow gravity settling of washed solids, and decanting the sodium-rich supernate to an evaporator system for concentration. This cycle is repeated until the desired molarity (typically 1.25 M Na) is reached. Some types of sludge settle slowly, extending wash cycles. Sludge settling and washing typically constitutes ~75% of batch preparation time. The total number of washes performed, and volume of wash water used are minimized to conserve tank space. Sludge batch size and wash volumes are also limited by the hydrogen generation rate associated with radiolysis of water. Tank contents are mixed on a periodic frequency to release hydrogen retained within the sludge layer, resulting in a limited window within operating constraints for gravity settling.

#### **C.2.1.1.2.4 Bulk Waste Retrieval/Removal**

Note: In this document, the terms “bulk waste retrieval” and “bulk waste removal” may be used interchangeably and signify the same set of activities.

The Contractor shall retrieve and remove sufficient waste from older style and compliant tanks to ensure adequate support of salt and sludge batch preparations. Preference should be given to retrieval and removal from older style tanks that are within or beneath the water table (Type I and II tanks in H-Area Tank Farm) and all tanks in F-Area Tank Farm to enable F-Area Tank Farm closure in 10 years.

The Contractor shall be responsible for design, procurement, installation and operation of equipment for conducting bulk waste retrieval/removal of salt and sludge from the liquid waste storage tanks. The Contractor shall prepare and treat waste to meet the Waste Acceptance Criteria of downstream facilities, including SWPF, Tank 50H, the Saltstone Facility, and DWPF. Completion of bulk waste retrieval/removal activities is defined as DOE concurrence on the Contractor provided detailed presentation of the specified tank’s completion of bulk waste removal efforts with conclusive evidence. Future work scope for the specific tank transitions to the Tank Closure process (C.2.2.3) if closure is the next step or to Tank Space Management (C.2.1.1.2.1) if the tank will continue in service.

#### **Supplemental Information**

Bulk waste retrieval/removal of salt waste is currently conducted by adding liquid (e.g., dilute supernate, DWPF recycle water) to waste tanks with sufficient mechanical agitation that the saltcake material is dissolved for transfer to the appropriate hub tank, then transferred to a blend tank to be combined with salt solution from other tanks to achieve the appropriate chemistry balance. In the blend tank chemistry or other waste properties may be adjusted in order to meet the SWPF requirements. Currently, dissolution of one 1.3 million gallon tank full of saltcake results in the generation of 4 million gallons of dissolved salt solution, which is equivalent to approximately 3 to 4 full tanks of dissolved salt. Retrieval/removal of sludge waste also includes addition of liquid (e.g., supernate, water) to sludge (non-soluble) waste, agitation by several mixer pumps to suspend sludge solids, and transfer to a hub tank set up to receive and transfer sludge to the feed preparation tank, or directly to the feed preparation tank to then proceed with sludge washing. Similarly, slurring and washing one gallon of settled sludge increases waste tank inventory by 1.3 gallons of salt waste.

#### **C.2.1.1.2.5 Effluent Treatment Facility (ETF)**

The Contractor shall be responsible for operation of the ETF in compliance with environmental regulations associated with the Resource Conservation and Recovery Act (RCRA) and the National Pollutant Discharge Elimination System (NPDES) under the Clean Water Act. The ETF operator in charge shall be certified by the South Carolina Environmental Certification Board and hold an “A” Physical/Chemical Wastewater Certificate.

The Contractor shall maintain the facilities in a ready-to-serve status, function as a service provider for other Site contractors, and coordinate with waste generators to develop annual waste volume projections.

### Supplemental Information

The ETF is classified as an “A” Level physical/chemical wastewater treatment facility by the SCDHEC. The ETF treats low-level radioactive wastewater from the F and H Area separations and waste management facilities, F/H Laboratory, the Savannah River National Laboratory, ~~(SRNL)~~, H Tank Farm evaporator overheads and miscellaneous sources, such as Soil and Groundwater Closure Projects well purge water. The ETF removes chemical and radioactive contaminants before releasing the water into Upper Three Runs Creek, a SRS stream that flows to the Savannah River. Because the Savannah River water eventually flows into municipal drinking water facilities, radiological effluents are governed by the Federal Clean Water Act. ETF non-radiological effluents are discharged within limits of permits issued by SCDHEC.

The ETF is designed and constructed to allow SRS to meet all environmental regulations associated with the Resource Conservation and Recovery Act and the National Pollutant Discharge Elimination System under the Clean Water Act. The ETF is designed to operate at an average capacity of 165 gpm and with a “sprint” capability of 300 gpm for short durations. The maximum permitted facility capacity is 430,000 gallons per day. The ETF encompasses wastewater collection and treatment operations that were modified for radioactive use. It was designed to remove heavy metals, organic chemicals and corrosive chemicals, as well as cesium and other radiological contaminants from the Site’s ~~waste-water~~wastewater.

#### **C.2.1.2 Waste Vitrification**

Waste Vitrification operations includes the DWPF and the two existing GWSBs.

##### **C.2.1.2.1 Defense Waste Processing Facility**

The Contractor shall operate the DWPF to optimize the processing of the sludge and high activity feed streams from salt processing into a vitrified waste form that meets or exceeds all requirements for interim storage at SRS and all requirements regarding the acceptability of the vitrified waste form for disposal in a licensed Federal Repository. The Contractor shall avoid sludge feed breaks to DWPF. Mercury shall be managed consistent with the Safety Basis. The Contractor shall ensure the availability of a spare melter to ~~effect~~affect a timely replacement of an operational melter in the event of its failure. The Contractor shall maintain a concentration limit of 897 g/m<sup>3</sup> of fissile material in the glass and a canister heat load of less than 792 watts per canister. The concentration limit of 897 g/m<sup>3</sup> is currently being reviewed for potential increase to 2500 g/m<sup>3</sup>. The Contractor shall also provide for safe storage of failed melters onsite by constructing failed melter boxes and Failed Equipment Storage Vaults (FESV). The Contractor shall procure canisters for use in DWPF as necessary to ensure continued operations. DWPF canister production shall continue to meet the requirements of DOE/RW-0333P, Quality Assurance Requirements and Description, until and unless directed otherwise by DOE.

### Supplemental Information

#### *DWPF Canister Production*

The DWPF facility receives and combines washed sludge and high activity waste from salt processing with glass frit for vitrification and pouring into canisters. Tank Farm sludge waste feed

preparation has supported canister production of as high as 337 canisters in a 12-month period as well as feed preparation systems internal to DWPF. The total canister production is expected to vary during the Contract period commensurate with the receipt of high activity streams from SWPF.

To support higher glass throughput, the DWPF melter was retrofitted with four bubbler systems and the melter off-gas system was optimized in September 2010. Additional process improvements are necessary in order to support SWPF operations at a feed rate up to 9 Mgal per year. These improvements are scheduled to complete in FY21, and they are as follows:

- Implementation of an alternate reductant
- Processing of cesium Strip Effluent (SE) in the Slurry Mix Evaporator (SME)
- Laboratory Waste Handling modifications
- Management of the high activity waste streams to be received from SWPF
- Critical Spares in inventory

Based on the current Liquid Waste System Plan, canister production schedules include two one-week outages every year to allow for routine planned maintenance and another two weeks for the Site-wide steam outage each year. A four-month melter outage is assumed around FY2029 as melter life is conservatively estimated to be 10 years. Melter replacement is determined by actual melter performance. Melter #4 is anticipated to be operationally ready for use at the time of contract award. Canister production and sludge batch need dates were projected in the current Liquid Waste System Plan based on:

- DWPF recycle is beneficially reused.
- Pu discards from H-Canyon will be supported to the extent allowable without negatively impacting planned canister waste loadings while continuing to comply with the canister fissile material concentration limits.

#### *DWPF Recycle*

DWPF recycle is the largest influent stream received by the Tank Farm. Volume reduction of the recycle stream is handled through evaporation by the 2H Evaporator System and through beneficial reuse in tank waste removal operations. The DWPF recycle stream will remain between 1.5 and 1.9 Mgal/yr prior to SWPF operations. The rate could increase to as high as 3.7 Mgal/yr after the startup of SWPF. Diversion of the DWPF recycle stream to a treatment process vice its return to the Tank Farm will provide opportunities for simplification of the evaporator systems and the handling of sludge batch preparation facilitating waste removal from and closure of ~~a number of several~~ tanks in H-Tank Farm. A Systems Engineering Alternative Analysis is in progress to identify the type and method of treatment necessary to enable this diversion.

#### *Failed Equipment Storage Vaults (FESVs) and Melter Storage Boxes (MSBs)*

Construction/fabrication of Failed Equipment Storage Vaults (FESVs) and Melter Storage Boxes (MSBs) are repetitive activities required to sustain ongoing DWPF operation by providing

interim storage of failed DWPF melters. Currently there is one FESV constructed, containing two vaults. Each vault was designed to store one failed melter inside an MSB.

FESV is currently storing Melter #1 and Melter #2. Space has been reserved for construction of up to ten FESVs, if needed. Design and construction of the next FESV will be in progress when this contract period of performance starts. One MSB for Melter #3 will be complete and available in storage.

Large contaminated failed equipment is currently stored in the 221-S Canyon.

#### **C.2.1.2.2 Glass Waste Storage Buildings (GWSB)**

The Contractor shall operate and maintain GWSB #1 and #2 to store glass waste canisters produced at the DWPF on an interim basis pending shipment for offsite disposal at a licensed Federal Repository. The Contractor shall continue on-going canister double-stacking activities in GWSB #1 ~~to increase the total number of~~ and GWSB #2 ~~to provide sufficient~~ storage locations for ~~standard canisters to 4,508~~ all planned canister production.

#### Supplemental Information

DWPF canisters are currently stored onsite in two dedicated interim GWSBs. A Shielded Canister Transporter (SCT) moves one canister at a time from the DWPF to a GWSB. Both GWSBs are qualified to meet or exceed a Performance Category 2 design basis earthquake. It is anticipated an approach to double stack GWSB #2 will be identified prior to contract award.

GWSB #1 consists of a below-grade seismically qualified concrete vault containing support frames for vertical storage of 2,286 storage positions of which 2,262 standard canister positions are in use storing radioactive canisters. GWSB #2, with a similar design to GWSB #1, has 2,340 standard storage locations and is currently being filled with radioactive canisters as they are produced. There are also approximately 20 locations in DWPF available for canister storage pending transfer to a GWSB.

The GWSB #1 storage structure and services consist of four storage compartments, an SCT operating floor, air inlet and exhaust shafts, and attached building support facilities. The storage capacity of GWSB #1 is currently being expanded to double the capacity to 4,524 canisters by “double stacking” the canisters one on top of the other. Modification of canister positions and double stacking operations are in progress.

Based on the current System Plan, additional storage capacity will be required with availability beginning in FY30 as current storage capacity is 6,861 and the total projected storage requirement is 8,121 for a shortfall of 1,260 canisters.

#### **C.2.1.3 Low Activity Waste Disposal**

The Low Activity Waste Disposal is conducted by transferring Decontaminated Salt Solution (DSS) from Tank 50H to the Saltstone Facility consisting of the Saltstone Production Facility (SPF) and Saltstone Disposal Facility (SDF). The Contractor shall ensure that the low-



activity salt waste stream sent to the Saltstone Facility from Tank 50H and/or SWPF shall comply with the SPF WAC.

#### **C.2.1.3.1 Saltstone Production Facility (SPF)**

The Contractor shall operate and optimize the SPF to support processing of low activity liquid waste, including DSS, for disposal in the SDF. The Contractor shall process up to 14 million gallons per year of low activity waste from Tank 50H and/or SWPF. This throughput assumes the operation of two TCCR units in addition to SWPF. SPF shall be operated to ensure compliance with Section 3116 Determination for Salt Waste Disposal at the ~~Savannah River Site~~SRS, Basis for Section 3116 Determination for Salt Waste Disposal at the ~~Savannah River Site~~SRS, DOE M 435.1, applicable SCDHEC permits, and the Site Treatment Plan (STP).

#### **C.2.1.3.2 Saltstone Disposal Facility (SDF)**

The Contractor shall operate and maintain Saltstone Disposal Facility (SDF) readiness to receive saltstone grout at all times except during a planned outage. Operations include filling the Saltstone Disposal Units (SDUs), maintaining the saltstone grout and transfer lines operational, maintenance and repair/replacement of valves, and maintaining SDU capacity available for operations. As each SDU construction is completed, the Contractor shall conduct acceptance testing prior to turn over of the SDU for SDF operations. Once an SDU is operationally filled, the Contractor shall maintain the SDUs in a safe condition and meet the applicable requirements of the Saltstone DSA and the state issued landfill permit. The Contractor shall perform modeling (in coordination with salt batch planning) for the inventory and concentrations of significant radionuclides placed in an SDU, in order to maximize emplacement while ensuring compliance with applicable performance objectives of the disposal facility, consistent with the SDF Performance Assessment.

#### **Supplemental Information**

The Saltstone Facility, consisting of the SPF and the SDF, processes DSS into saltstone grout at the SPF and permanently disposes of the resulting low level waste form in SDUs at the SDF. During Saltstone Facility operations, dry feeds (slag, fly ash, and cement) are weighed into batches and continuously fed into the SPF process room mixer where DSS is added at a controlled rate. DSS will be transferred daily at least in the amount of 33,000 gallons per transfer from Tank 50H (the SPF DSS feed tank) to two Salt Solution Receipt Tanks (SSRT) in SPF. Each SSRT has an operating level of 60,000 gallons. DSS is transferred from the SSRTs into the SPF process. For every one gallon of DSS combined and mixed with dry feeds, approximately 1.76 gallons of saltstone grout is produced. The saltstone grout is pumped via transfer lines into one of several SDUs at the SDF. The saltstone grout sets (hardens) in less than 24 hours and is no longer flowable. As the grout sets, some water remains. This excess water (drain water) is pumped back to the SPF on a daily basis during SPF operations to be combined with DSS feed to the SPF mixer.

Saltstone grout has historically been produced in daily batches containing approximately 35,000 gallons of DSS; however, it is anticipated that a significant increase in the production of saltstone grout will be required once the SWPF becomes operational and the Saltstone Facility may be in continuous operation (24 hours/7 days per week), except during planned outages. The annual processing requirement of about 13.7 million gallons includes minor contributions from the ETF

and H-Canyon of up to 500,000 gallons and it is based on SWPF processing rate of 9 Mgal/yr combined with two operating TCCR units at 1 Mgal/yr each.

The SDF currently consists of eight SDUs. SDU #1 and SDU #4 no longer receive waste but will require operational surveillance and maintenance activity. SDUs #2A and #2B are operationally full (filled to the limiting height allowed by the Safety Basis); SDUs #3A, #3B, #5A, #5B and #6 are operational. By mid FY 2021, SDU#7 is projected to be operational, SDUs #8 and #9 are projected to be under construction, and designs for SDUs #10, #11 and #12 are projected to be complete and site preparation activities for these SDUs underway.

SDU #6 is a commercial 32-million gallon pre-stressed concrete tank enhanced to meet the requirements for permanent disposal of saltstone grout and its design is the basis for the construction of future SDUs. These concrete tanks are fitted with multiple pour spouts for depositing the grout uniformly and multiple drain water columns with submersible pumps to allow for return of drain water to the SPF. The SDUs have a network of piping on the tank top to direct saltstone grout to the selected pour spout and return drain water; instrumentation/equipment to monitor the temperature of the grout; and High Efficiency Particulate Air filtered vents to allow for air displacement as grout is deposited and to allow atmospheric breathing to prevent the accumulation of flammable vapors.

Due to constituents contained in the saltstone grout, radiological hazards are low but chemical consequences are moderate. As salt dissolution activities in the Tank Farms progress, the chemical constituents from the various waste tanks containing saltcake may vary and may require re-evaluation of the SDU concrete matrix and protective coating.

#### **C.2.1.4 Salt Waste Processing Facility (SWPF)**

Salt Waste Processing Facility (SWPF) operations will transition to this contract after the completion of one year of radioactive (i.e., hot) operations. ~~This~~The ninety day transition date of this activity is currently scheduled ~~for April 30~~to begin September 1, 2021. The Contractor shall maintain awareness of the actual SWPF schedule and shall have the flexibility to assume operation of SWPF earlier or later depending on the operational status of the facility. Following transition of operations, the Contractor shall bear responsibility for and operate and maintain the SWPF to process the salt waste feed stream resulting from tank waste removal operations to produce: (a) two high-activity waste feed streams for processing at the DWPF which meet all DWPF waste acceptance criteria and (b) a low-activity waste feed stream for processing at the SPF, which meets all SPF waste acceptance criteria.

The Contractor shall maximize SWPF waste processing throughput. In addition, the Contractor shall implement the Next Generation Solvent (NGS) into SWPF (see C.2.2.5.1) during the Contract period to ensure compliance with minimum salt waste processing requirements.

#### **Supplemental Information**

Salt waste from tank farm waste removal operations will be pumped to one of the designated blend tanks located in the H Tank Farm for blending to meet all SWPF waste acceptance criteria.



Approximately 1 Mgal of waste will be prepared at a time. After sampling to ascertain that the blended waste meets the waste acceptance criteria, the waste will be transferred to a staging tank in the H Tank Farm from which individual batches of approximately 23,200 gallons will be transferred to the SWPF for treatment.

The SWPF treats salt waste in three successive basic unit operations: Alpha Strike Process (ASP), Caustic-Side Solvent Extraction (CSSX), and Alpha Finishing Process (AFP) (only applicable in multi-strike mode). These processes separate the radioactive elements (primarily Strontium (Sr), actinides, and Cesium (Cs)) from the salt solution transferred from H Tank Farm and concentrate them into a relatively small volume. This small volume is then transferred to the DWPF for vitrification. The remaining low-activity Clarified Salt Solution (CSS) waste stream contains only low levels of radioactive materials and is transferred to the SPF for incorporation into grout. The ASP occurs first and is used to separate Sr and actinides from the waste feed by monosodium titanate (MST) adsorption and filtration. The CSSX process follows the ASP and is used to remove Cs from the ASP filtrate by solvent extraction. The AFP is a process step (only applicable when more than one round of MST adsorption and filtration is required) that mimics the ASP and is used as necessary to provide additional Sr/actinide removal downstream of the CSSX process.

The ASP is operated as a batch process. Each batch of salt waste received in the ASP alpha strike tank at the SWPF is chemically adjusted to achieve the proper pH and MST is added. The tank contents are mixed to allow the MST to adsorb the Sr and actinides (a 12-hour process for batches not expected to require additional processing via AFP and a 6-hour process for batches projected to require additional processing via AFP). The MST waste mixture is then filtered to produce a concentrated MST waste slurry and a CSS filtrate. The concentrated MST waste slurry is chemically adjusted to reduce its sodium concentration to meet the DWPF waste acceptance criteria and then transferred to DWPF for vitrification, while the CSS filtrate is routed to the CSSX process.

The second SWPF processing stage is CSSX, which is a continuous flow process utilizing 36 contactor stages for extraction, scrubbing, stripping, and washing of the CSS stream. Cs is removed by contacting the CSS with an engineered solvent in the extraction stage contactors. Following extraction, the Cs-enriched solvent is scrubbed to remove impurities (primarily sodium and potassium). The solvent is then contacted with a dilute nitric acid strip solution in the stripping stages, where the Cs is transferred to the aqueous strip effluent (SE). The SE (containing a high concentration of Cs) is sent to DWPF for vitrification. The Cs depleted aqueous raffinate stream from the extraction process is sent to the AFP.

The AFP, which is located downstream of the CSSX process, is the third SWPF processing stage. The Cs depleted aqueous raffinate stream from the CSSX extraction process for batches not expected to require additional processing via AFP, is sampled and analyzed at the AFP to confirm that it meets all SPF waste acceptance criteria as Decontaminated Salt Solution (DSS) and then transferred to SPF for incorporation into grout. Otherwise the Cs depleted aqueous raffinate stream from the CSSX process undergoes additional processing at the AFP using MST to further remove Sr and actinides to the point where, as confirmed by sampling and analysis, the stream meets all SPF waste acceptance criteria as DSS whereupon it is transferred to the SPF for incorporation into grout.

The SWPF is designed to process 7.3 Mgal/yr of salt solution and produce the following outputs for each gallon of salt waste processed:

- ~1.28 gal of DSS for processing at SPF;
- ~0.08 gal of SE for processing at DWPF; and
- ~0.02 gal of concentrated MST waste slurry for processing at DWPF.

The interface boundaries between SWPF and other liquid waste facilities as described in the SWPF Documented Safety Analysis are as follows:

- DWPF Interface - Seal plate outside of SWPF Waste Transfer Enclosure.
- HTF Interface - Seal plate outside of SWPF Waste Transfer Enclosure.
- SPF Interface - Seal plate outside of DSS Hold Tank/Filter Feed Tank-B of Alpha Finishing Facility

### **C.2.2 Liquid Waste Operations Support**

The Contractor shall provide Liquid Waste Operations Support which consists of SDU Construction, SWPF Integration, SWPF Transition, Tank Closures, DOE-3009-2014 Implementation, Technology Development and Deployment, Production Enhancements, and Additional GWS Capability. All capital asset projects, and major capital asset modifications shall comply with DOE Order 413.3B3, *Program and Project Management for the Acquisition of Capital Assets, as applicable*. The SDU construction activity is the only currently identified capital asset project in the PWS.

#### **C.2.2.1 Saltstone Disposal Unit Construction**

The Contractor shall assume responsibility for the completion of SDU #7 and is responsible for the construction of future SDUs. The SDU #7 project will be ongoing at contract turnover and is scheduled to be operational mid-FY21. All SDUs, i.e., #7 - #12, will be a 32 Mgal pre-stressed concrete tank similar in design to SDU #6. Based on required salt waste processing volumes, approximately 20 Mgal of disposal volume for saltstone grout is required annually. SDUs #8 and #9 will be under construction, and SDUs 10 to 12 will be in the design phase, all with an approved project scope, cost, and schedule baseline at the time this contract period of performance starts. Based on the current System Plan, an additional and smaller SDU may be required and will be sized as needed to complete the mission.

The key performance parameters (KPPs) for each SDU structure include but are not limited to: 1) the SDU is free of leaks as demonstrated by leak testing, 2) provides saltstone grout containment, 3) provides infrastructure capable of receiving saltstone grout at a minimum of 100 gallons per minute, and 4) has a leak detection system in accordance with the Z-Area Industrial Solid Waste Landfill Permit requirements. Additional KPPs are identified during the conceptual design process and approved with the project performance baseline at Critical Decision point #2 (CD-2).

The Contractor shall conduct Performance Assessment analysis as necessary to maintain compliance as required by DOE O 435.1 for each SDU. Scope under this PWS element is considered to be complete for each SDU constructed upon declaration of CD-4 approval and turnover to operations including all balance of plant activities to support operations.

### **C.2.2.2 Salt Waste Processing Facility Transition**

The Contractor shall execute the DOE-approved SWPF Operations Transition Plan to assume full accountability and responsibility for continued operations of the SWPF complex without negatively impacting other ongoing LW operations. The duration of transition shall not exceed 90 days. This Plan will be prepared by the incumbent Liquid Waste Contractor and will be ready for execution at the time of IMC contract award. The plan includes the review for inclusiveness and acceptance of all Government-owned real and personal property, all necessary facility asset documentation, safety basis plans and documentation, engineering drawings, FIMS required information, identification of any changes to operations and maintenance procedures, training and training requirements. This effort includes completing the transmittal of all SWPF documents to the SRS Document Control before the end of the transition period.

As part of the acceptance of all Government-owned real and personal property, the Contractor shall complete a formal inventory of all other nuclear and non-nuclear real property and personal property within 60 days upon SWPF and ancillary facilities transfer. Any discrepancies from the existing inventory records shall be reported to the CO.

The Contractor shall ensure that any required reach back to the SWPF construction contractor needed under this PWS element is completed within 60 days of the completion of transition of operations of SWPF to the Contractor.

#### **Supplemental Information**

An integral part of the IMC Contract is the requirement for a smooth transition of continued SWPF facilities (complex) operations, after one year of radioactive (i.e., hot) operations from the SWPF construction contractor to the Contractor.

### **C.2.2.3 Tank Closures**

The Contractor shall complete operational closure of the F Tank Farm waste tanks and ancillary facilities including the deactivation of the F to H inter-area transfer line, operational closure of the high risk H Tank Farm waste storage tanks near or in the water table (tanks 9, 10, 11, 13, 14, and 15), and five additional H Tank Farm tanks during this contract period of performance. Tank closures shall be conducted in accordance with the Consolidated General Closure Plan, tank(s) specific Closure Module, and the DOE Order 435.1 Tier 1 Closure Authorizations and tank(s) specific Tier 2 Closure Plan.

#### **Supplemental Information**

The operational closure phase for the Tank Farm waste tanks generally consists of the following activities: 1) removal of heel waste from the tanks, 2) sampling and analysis of the remaining residual waste in the tanks, 3) isolation of the tanks from waste transfer systems and chemical

addition systems, 4) filling each tank, tank annulus, and tank cooling coils with grout; 5) capping all tank risers and 6) isolation of the tank from all other tank farm support systems. Following completion of all closure activities, each closed tank will be removed from the Wastewater Permit upon SCDHEC approval in accordance with the Consolidated General Closure Plan. A tank closure process flowchart is included as Attachment 3. Tank closure documents are prepared to demonstrate compliance with DOE and regulatory requirements as well as NDAA Section 3116. The Performance Assessments and the Tier 1 Closure Authorizations for both F and H Area Tank Farms are complete.

Types I, II, and IV older style high level waste tanks (Tanks 1F through 4F, 7F, 8F, 9H through 11H, 13H through 15H, and 21H through 24H) are planned for operational closure in accordance with a formal agreement (FFA) between the DOE, the SCDHEC and the EPA. Some of these tanks may require cooling coil flushing and annulus cleaning (Type I and II tanks).

#### **C.2.2.3.1 Tank Heel Removal and Residual Sampling**

Once bulk waste removal is completed, the remaining waste in a tank is referred to as the heel. The Contractor shall remove the heel waste from each tank. When heel waste removal efforts are determined to be sufficient, the Contractor shall submit a request to enter the Sampling and Analysis Phase and obtain preliminary cease waste removal concurrence from DOE, the EPA, and SCDHEC. The Contractor shall subsequently sample and analyze the resulting “residual” waste remaining in the tank(s), document the results in a Residual Inventory Determination Report, and prepare a Special Analysis as a supplement to the F or H Area Tank Farm Performance Assessment, as appropriate. The Contractor shall also prepare a Waste Removal report as well as a Waste Concentrations Calculation report to serve as inputs to the development of the Tier 2 Closure Plan. The Contractor shall prepare a Closure Module and Tier 2 Closure Plan to confirm the DOE Order 435.1 and regulatory performance objectives continue to be met and that the stabilized tank(s) is protective of human health and the environment. An FFA Final Cease Waste Removal concurrence shall be prepared by the Contractor and must be approved by the SCDHEC and the EPA for each tank.

#### Supplemental Information

Waste from each entire tank farm shall be removed to the maximum extent practicable achieving approximately 99 percent removal of the highly radioactive radionuclides as defined by the applicable Basis for Section 3116 Determination for Closure document.

Tank waste heel removal is required with documented waste removal results to demonstrate to DOE, SCDHEC, and EPA the diminishing effectiveness of each deployed waste removal technology and that additional waste removal is not practical. Residual sampling and analysis must be conducted in accordance with the SCDHEC-approved Liquid Waste Tank Residual Sampling and Analysis Plan and the associated Quality Assurance Program Plan, which specify ~~Savannah River National Laboratory (SRNL)~~ as the only laboratory that can perform these analyses. These services are obtained via an SLA. Concentration and volume data are used to characterize the residual material to produce radiological and non-radiological inventories for the Special Analysis and Closure Module.

#### **C.2.2.3.2 Tank Isolation**

The Contractor shall isolate waste tanks and associated systems in accordance with the associated tank specific Closure Module, Tier 2 Closure Plan, and defined safety basis requirements.

##### Supplemental Information

Isolation activities prior to stabilizing a tank with grout are the physical process of disabling waste transfer and chemical addition systems from the tank such that no material may be transferred into or out of the tank. Tank transfer line isolation may include cutting and capping, and blanking mechanical system components. Isolation of remaining intact services can be performed after the tank has been filled with grout. This includes but is not limited to air, electrical power to all components, and ventilation systems. Isolation plans for each tank being closed are prepared and described in the specific Closure Module.

#### **C.2.2.3.3 Tank Grouting**

Prior to grouting the Contractor shall develop the Residuals Inventory Determination Report, perform the Special Analysis, and prepare the Closure Module and Tier 2 Closure Plan. After the Closure Module is approved by SCDHEC, the Tier 2 Closure Plan is approved by DOE, and DOE, SCDHEC, and EPA provide their respective Final Cease Waste Removal decisions, the Contractor shall stabilize tanks with grout in accordance with the approved Closure Module and Tier 2 Closure Plan.

A tank is considered “closed” when DOE concurs that the Contractor has completed the work scope to remove the tank from service as defined in the approved Closure Module. Following closure, the Contractor shall complete any remaining isolation of each tank from Tank Farm services, prepare the tank(s) specific Final Configuration Report and tank(s) specific Explanation of Significant Differences, and then request the tank(s) be added to the Hazardous Waste Permit and removed from the Industrial Wastewater Permit.

##### Supplemental Information

Grouting is the process of placing reducing grout in the primary tank up to and including the risers, remaining equipment, annulus, and cooling coils. The reducing grout provides long-term chemical durability and minimizes leaching of residual waste over time. The reducing grout is self-leveling, and encapsulates the residual waste and equipment remaining inside the tank and annulus. Grouting activities include field modifications and grout procurement.

For tanks with installed equipment or cooling coils, internal voids are filled with a flowable grout mixture. In those tanks where the cooling coils have broken, alternative techniques are used to minimize voids in the grout matrix.

The final grouted tank configuration is an integral monolith free of voids and ensuring long-lasting protection of human health and the environment.



#### C.2.2.4 Safety Basis Upgrade

The Contractor shall revise the Documented Safety Analysis (DSA) and Technical Safety Requirements (TSRs), including development/revision of supporting hazards and accident analyses, ~~necessary to comply with DOE-STD-3009-2014, ‘Preparation of Nonreactor Nuclear Facility Documented Safety Analysis’ for the Concentrate, Storage, and Transfer Facilities (CSTF) and DWPF within four years of the Notice to Proceed for the Concentration, Storage, and Transfer Facilities (CSTF) and DWPF necessary to (1) optimize the safety basis for their enduring missions reflecting current/anticipated material processed and hazards; (2) address gaps identified in the gap analysis performed for each in response to Operating Experience Level 1, OE-1: 2015-1; and (3) address results of documented evaluations performed for each in response to lessons learned from the 2014 WIPP incidents. Revisions to the DSAs are expected to consider the latest DOE expectations provided in DOE-STD-3009-2014, as well as supporting documents issued since 3009-2014 (e.g., DOE-STD-1186-2016, DOE-HDBK-1224-2018).~~

~~Any required~~The Contractor shall develop and submit to DOE-SR for concurrence a plan describing the strategy for developing the DSA/TSR revisions ~~to the DSA and TSRs for the CSTF and DWPF shall be submitted in accordance with~~ within 6 months of the memo, Operating Experience Level 1, OE 1: 2015-1. The Notice to Proceed.

The Contractor shall submit the DSA/TSR revisions to DOE-SR for approval within three years of the Notice to Proceed. The DSA/TSR submittals shall also include an associated implementation plan. If the implementation plan includes physical modifications or additions to the facilities, the modifications or additions shall be completed and shall be executed under the facility operations. A gap analysis for the SWPF DSA against all of the requirements of DOE-STD-3009-2014 shall be performed and submitted for DOE review and approval within two years after SWPF transition to the Contractor.

~~The Contractor shall revise the DSA and TSRs, including development/revision of supporting hazards and accident analyses, necessary to resolve the identified gaps for the SWPF DSA.~~  
Supplemental Information

~~In June 2015, the DOE issued Operating Experience Level 1 (OE-1) 2015-1 to provide requirements related to an evaluation of existing DOE defense nuclear facilities' DSAs to the newly revised DOE Standard (STD) 3009-2014, Preparation of Nonreactor Nuclear Facility Documented Safety Analysis. The OE 1:2015-1 requires qualitative evaluation of Hazard Category 2 facilities with unmitigated offsite dose estimates that exceed 5 rem against the specified requirements of the newly revised STD. The gap analysis required in OE 1:2015-1 is not a full comparison to DOE-STD-3009-2014, rather it is a limited gap analysis focusing on offsite/safety class issues only. The approved gap analysis will be used as input into developing an implementation plan to come into full compliance (i.e., all aspects, not just offsite/safety class issues) with DOE-STD-3009-2014 for the CSTF and DWPF.~~

The gap analyses for CSTF and DWPF are documented in DOE-SR memorandum OSQA-17-0009 to DOE-HQ dated 12/7/2016. The evaluations for CSTF and DWPF in response to lessons learned from the WIPP incidents are documented in STAR records 2015-SA-001482 and 2015-CTS-001391.

### **C.2.2.5 System Optimization**

The Contractor shall identify, develop, and implement improved approaches and technologies for tank closure, tank space management initiatives, waste removal, waste treatment, and/or waste disposal, which reduce lifecycle Liquid Waste program costs, accelerate radioactive liquid waste disposition schedules, or otherwise optimize system performance. The Contractor shall support and participate in DOE-sponsored technology initiatives, which benefit the Liquid Waste system.

The Contractor shall maintain an interactive program/system planning process for Liquid Waste program milestones and execution schedules including comprehensive salt and sludge batch planning. A comprehensive liquid waste system plan that addresses the scope necessary to complete the liquid waste program life cycle shall be developed and submitted to DOE annually.

#### **C.2.2.5.1 Next Generation Solvent (NGS) Deployment**

The Contractor shall perform final tie-in of the system modifications associated with NGS implementation into SWPF operations and implement SWPF NGS operations as directed by DOE.

##### Supplemental Information

A new solvent has been developed that results in significantly improved cesium decontamination factors and processing rates in a caustic side solvent extraction system. The new solvent, termed NGS, has been successfully deployed in the MCU. Use of NGS requires a different strip solution (boric acid) and scrub solution (caustic) to replace the current strip and scrub solutions (solutions of nitric acid). Modifications to provide boric acid storage/transfer and caustic scrub capability are required in order to support SWPF operation with the new solvent.

The necessary modifications in SWPF to allow for use of NGS are complete. These modifications include the three chemical storage tanks (concentrated boric acid, dilute boric acid, and caustic scrub) and the associated infrastructure (building, dikes, sumps, transfer pumps, piping, etc.).

#### **C.2.2.5.2 At-Tank Cesium Removal**

The Contractor shall assume responsibility for operating an at-tank cesium removal process, called the Tank Closure Cesium Removal (TCCR) System Unit on waste tank 9H. The Contractor shall also determine an offsite disposal facility for the TCCR filter media and any other contaminated equipment/material not suitable for disposal at SRS. The Contractor will collect the necessary data from the TCCR operation with Tank 9H waste to determine the feasibility and cost effectiveness of that operation on other waste tanks. Based on this determination, a decision will be made whether to proceed with the procurement of a second TCCR unit and plan for the operation of at least two units as supplemental salt processing to complete the LW mission.

##### Supplemental Information

The TCCR System is an at-tank ion exchange process for cesium removal from liquid salt waste to provide supplemental treatment capability. The TCCR system consists of a module that contains two pre-filters and four shielded ion exchange columns, using two columns at a time in a lead-lag configuration. Crystalline silicon titanate (CST) resin has been selected for current TCCR unit



demonstration as the ion exchange media. Saltcake stored in the LW storage tank is dissolved by adding water and recirculating with pumps. The resultant salt solution is transferred out of the tank through jacketed transfer lines and passed through the pre-filters to remove any solids and then processed through the ion exchange columns to remove Cs-137 from the salt solution.

Decontaminated salt solution is transferred to a nearby existing waste storage tank for eventual transfer to Tank 50H, feed tank for the Saltstone Production Facility. Resin columns loaded with Cs-137 to the extent practical (“spent”) are removed and replaced with new ion exchange columns and new media. Spent columns are transported to the interim safe storage awaiting disposal. A HEPA-filtered ventilation system is used to maintain negative pressure in the process area of the module.

This TCCR demonstration has been initiated using Tank 10H salt waste. A total of 210,000 gallons of dissolved salt waste out of Tank 10H were processed through TCCR. Additional operations data is required as the salt dissolution in Tank 10H was less than satisfactory due to the presence of a Burkeite salt layer that was difficult to dissolve with the waste removal equipment employed in the operation. Salt solution density was lower than desired to prove Cs-137 loading capability of the ion exchange columns in addition to discovering higher than expected loading of calcium in the columns. The existing TCCR unit will be modified based on lessons learned and deployed for use with Tank 9H waste to continue the technology demonstration.

#### **C.2.2.5.3 Melter Fabrication**

The Contractor shall monitor and evaluate DWPF operational performance of the melter’s life expectancy and required HLW canister production in DWPF against the need to procure and fabricate additional melters. The Contractor shall maintain Melter #4 ready to install and complete fabrication of Melter #5 in a time period commensurate with the risk of premature melter failure based on planned DWPF production rates. Building 717-F will continue to be available for storage of unused melters and for the fabrication of future melters.

#### **Supplemental Information**

The performance of DWPF is reliant on the continued operation of the melter. The melter design is mature and readily available for the continued use for future melter fabrication. Planning for future melters is based on having a melter ready for installation upon a melter failure which requires one melter in storage ready for installation and a second melter in full fabrication. Currently, DWPF is operating on Melter #3, Melter #4 is completing assembly after undergoing corrective actions to resolve non-compliances. Melter #4 would be available for installation by the end of FY 2020. The refractory brick for Melter #5 is in storage onsite.

#### **C.2.2.5.4 DWPF Operational Improvements**

The Contractor shall implement operational improvements of the DWPF to minimize effluents and process additions, to streamline the DWPF feed process, and to maximize DWPF waste processing operations. The operational improvements must at a minimum address the increased SE influent to DWPF from SWPF. The Contractor shall provide all engineering, design, fabrication / modifications, installation of any jumpers, utility tie-in information, and the volumetric changes calculated to result from the proposed operational improvements.

### Supplemental Information

The DWPF recycle stream back to the tank farm is highly influenced by the canister decontamination frit stream. Modifications implemented by the Contractor at DWPF could reduce the recycle waste stream back to the Tank Farms by 500,000 gallons annually.

#### **C.2.2.5.5 Tank ~~4848H~~ Recovery**

The Contractor shall maintain Tank 48H in a safe condition during the contract period. The Contractor shall also resume technology development activities to determine path forward for the treatment and disposition of Tank 48H waste with the intention of implementing the treatment method and completing treatment operations in the contract period of performance.

If the Contractor determines it is advantageous to return Tank 48H to service as a part of optimization efforts during the contract period, the Contractor shall provide an Analysis of Alternatives to the CO that includes consideration of previous alternatives analyses, identification of any new approaches, and a final recommended approach. Any recommendation to recover Tank 48H and return it to high level waste service must address the technical approach, safety basis impacts, cost, and schedule among other attributes.

### Supplemental Information

Tank 48H, located in the H-Tank Farm, is a 1.3 million gallon Type III compliant high level waste tank. It currently holds approximately 250,000 gallons of radioactive liquid waste material from the operation of the In-Tank Precipitation process. The tank contains approximately 26,000 kg of organic tetraphenylborate compounds. The organic material is incompatible with other waste treatment facilities at SRS; consequently, the tank is isolated from the other tanks in H-Tank Farm.

Tank 48H is located in close proximity to DWPF sludge preparation/qualification tank (Tank 51H), the Saltstone Production Facility feed tank (Tank 50H), and the SWPF feed tank (Tank 49H). As such, its return to service could greatly enhance the ability to prepare salt or sludge feed batches.

DOE and its contractors have considered ~~a number of several~~ technologies and operational approaches to the recovery of Tank 48H. Those technologies have historically been cost prohibitive and have not developed beyond the design and laboratory scale testing phase.

#### **C.2.2.5.6 Technology Development and Deployment**

The Contractor shall identify and propose technology development and deployment activities required to optimize the liquid waste system in order to meet or exceed contract commitments and decrease the liquid waste program life cycle cost and/or schedule. Upon review and concurrence from DOE, the Contractor shall execute specific technology development and deployment activities.

#### **C.2.2.6 Additional Glass Waste Storage Capability**

The Contractor shall analyze planned production of HLW canisters in DWPF against the storage capabilities of the current GWSBs and determine when additional onsite storage capacity is required. Options to be considered shall include but are not limited to: 1) implementation of double stacking in GWSB #2; 2) a third GWSB similar to the two other facilities; 3) a concrete pad, above grade storage approach potentially with canister overpacks; and 4) design and construction of a canister shipping facility. The Contractor's analysis shall ensure that storage space is available for at least 1,260 canisters by the beginning of FY30. The Contractor's analysis, including a recommended alternative, shall be completed and submitted for DOE review and approval by the end of FY23. The final determination for any additional storage capability is subject to DOE approval, and the Contractor's analysis excludes the development of a complete specification for additional GWS capability.

#### **C.3 Nuclear Materials Stabilization and Disposition and Non-Operating Nuclear Facilities (Surveillance, Maintenance, and Deactivation)**

The regulatory and scope requirements for this section of the Master IDIQ PWS are undergoing review and are subject to change. Any Task Order(s) in support of C.3 scope is not anticipated to be issued before FY24 and will be subject to the same requirements as set forth in the above ~~performance work statement (PWS)-PWS~~.

#### ~~**C.4 Maintenance Mockup Facility (Bldg. 717-F)**~~

~~The facility has over 64,950 square feet and is two stories tall including 33 hard wall offices and 6 cubicles.~~

~~The Contractor shall coordinate with the M&O contractor for the use of Building 717-F Maintenance Shop services. Building 717-F serves as a mock-up facility for Nuclear Material and Liquid Waste equipment such as fabrication of jumpers of H-Canyon and Tank Farm equipment as well as fit-up of replacement glass melters for DWPF.~~

#### ~~Supplemental Information:~~

~~The Site will continue to require maintenance support services to accomplish the Liquid Waste and Nuclear Materials mission work. The maintenance shop located in F-Area is equipped to support the Site contractors. Critical evaluations of the building infrastructure capacity and condition is currently underway to assure current and future missions are met through FY2040.~~

#### ~~**C.4 Reserved**~~

#### **C.5 Core Functions: Program Support/Services**

Definitions: As used in this section—:

“Program” means an organized set of activities directed toward a common purpose or goal undertaken or proposed in support of an assigned mission area. It is characterized by a strategy for accomplishing a definite objective(s) that identifies the means of accomplishment, particularly in

qualitative terms, with respect to work force, material and facility requirements. Programs are typically made up of technology-based activities, projects and supporting operations within the contract PWS.

“Program Management Plan (PgMP)” means a plan describing the systems, processes, procedures and other associated documentation to be used for management of programmatic and project work within each ~~task order~~ / Task Order / CLIN under the authorized contract PWS.

“Performance Measurement Baseline (PMB)” means the uniquely identifiable and segregatable DOE approved baseline for each post-Critical Decision point #2 (CD-2) project being executed under DOE O 413.3 within the authorized contract PWS as defined in DOE O 413.3.

“Task Order Performance Baseline (TOPB)” means the uniquely identifiable and segregatable DOE approved baseline associated with each Task Order ~~+/~~ CLIN within the authorized contract PWS. Within a TOPB may be one or more PMB(s).

“Contract Performance Baseline (CPB)” means the DOE approved integrated contract performance baseline that includes each approved TOPB and PMB logically linked, integrated, and time phased to represent all authorized work under the authorized contract PWS, as executed per the Contractor’s PgMP.

### **C.5.1 Project Support Performance Requirements**

The Contractor shall:

- (1) Adopt and maintain all required and associated documentation for each Post-Critical Decision–0 (CD-0) project being executed under DOE O 413.~~3B3~~.
- (2) Maintain, and update, as appropriate, an EVMS as described in the DOE-H-2024 Earned Value Management System (Mar 2019) (Revised) clause of Section H.
- (3) Evaluate Program and Project Management requirements and associated implementing instructions, as specified in the remainder of this section, and develop and provide a Program and Project Management Requirements Gap Analysis associated with the incumbent Liquid Waste Contractor’s Program and Project Management systems, processes, procedures, and other associated documentation, to DOE for approval ~~within 60 days of NTP~~.
- (4) In addition to, and with submittal of, the Program and Project Management Requirements Gap Analysis, submit a proposal for DOE approval to replace, in part or in whole, the incumbent Liquid Waste Contractor’s Program and Project Management systems, processes, procedures, and other associated documentation if the Contractor elects to affect such replacements.
- (5) Prepare an independent and stand-alone proposal to DOE for approval make changes to, or deviate from, existing required / associated documentation for a Post-CD-0 project being executed under DOE O 413.3 if the Contractor elects to affect such changes or deviations.

Proposals submitted for the purposes described in Section C.5.1 (a) shall apply the requirements and associated implementing instructions as defined in the following sections, for safely and effectively performing the cleanup mission at the Site, to all work within the PWS.

The Contractor and/or the CO shall identify and, if appropriate, mutually agree to any changes to other contract terms and conditions, including cost and schedule, associated with proposals submitted for the purposes described in Section C.5.1 (a), pursuant to applicable requirements of the Task Ordering Procedure in Section H, and the changes clauses in Section I, of this contract.

#### **C.5.1.1 Program and Project Management**

The desired outcome is predictable and consistent Contractor performance aligned to customer needs conducted within authorized baseline(s).

The Contractor shall ensure that program and project management practices are used in the performance of work including the development of plans, baselines, disciplined change control processes, and service level agreements.

The Contractor shall prepare and submit for DOE approval a PgMP~~);~~ that describes how the Contractor will provide all management and technical information to:

- (1) Meet the requirements of DOE O 413.~~3B3~~, for those projects identified by DOE.
- (2) Support the budget formulation activities including, but not limited to, emerging work items list; budget formulation input (including Integrated Priority List), the fall budget update submission, budget scenario development, and budget presentations (such as public and regulatory briefings, etc.).
- (3) Meet the data requirements of the DOE Integrated Planning, Accountability, and Budgeting System (IPABS) for all PWS work
- (4) Meet the data requirements of the Project Assessment and Reporting System (PARS II) for projects being executed under DOE O 413.3. Data for all scope in the PWS identified by DOE as required to be executed in compliance with DOE O 413.~~3B3~~ shall be uploaded into PARS II in accordance with DOE O 413.~~3B3~~ and the “Contractor Project Performance Upload Requirements” document maintained by the DOE Office of Project Management.
- (5) Ensure transparency in PWS performance and efficiency in PWS execution.
- (6) Support audits, evaluations, and external technical reviews.
- (7) Support other PWS performance assessments and information needs.
- (8) Support development of integrated lifecycle cost estimate data, as directed by DOE, for EM Liability purposes.

All PWS management information developed under this Contract shall be accessible electronically by DOE.

~~The desired outcome is predictable and consistent Contractor performance aligned to customer needs conducted within authorized baseline(s).~~

#### **C.5.1.2 Earned Value Management System (EVMS)**

The Contractor shall maintain, and update, as appropriate, an Earned Value Management System Description (EVMSD), following adoption of the incumbent Liquid Waste Contractor's EVMS during Contract Transition, that describes the management processes and controls to be used to implement a compliant EVMS, manage and control work, and complete Contract requirements.

The EVMSD shall include:

- (1) The baseline development process and the hierarchy of documents used to describe and maintain the CPB, each TOPB and each PMB.
- (2) Identification of the systems, tools and software and integration of these systems with the ~~Work Breakdown Structure (WBS)~~WBS and accounting systems and data.
- (3) The process the Contractor intends to use for earned value management, configuration control, interface control, and document control.
- (4) The Contractor's Baseline Change Control Process, specifically describing any unique configuration control methodology intended to differentiate change control, if applicable, in relation to the CPB, each TOPB and/or each PMB.
- (5) The Contractor's process for handling changes that impact costs and not schedule.
- (6) The Organizational Breakdown Structure, including roles and responsibilities of each major organization and identification of management personnel.
- (7) A list of EVMS software the Contractor proposes to use for program and project control per the business systems clauses in Section H.

The Contractor shall comply with the requirements of the Section H Clause entitled, DOE-H-2024, *Earned Value Management System*, and, if required have the EVMS evaluated against the EIA-748 standard per DOE direction. When EVMS certification is required for a project being executed under DOE O 413.3, upon completion of the evaluation and closure of all corrective actions, DOE-PM will certify the Contractor's EVMS as compliant with the EIA-748 standard. After initial evaluation and determination of compliance and / or certification, DOE may at any time require the Contractor to repeat the evaluation and compliance / certification process. The Contractor shall provide all necessary support to conduct the initial and any subsequent evaluations and closure of all corrective actions.

The Contractor shall flow down EVMS requirements in accordance with the Section H Clause entitled, DOE-H-2024, *Earned Value Management System*.



### **C.5.1.3 Contract Performance Baseline (CPB)**

The CPB, comprised of TOPB(s) and PMB(s), shall be an integrated and traceable technical scope, schedule, and cost execution baseline(s) that encompasses all activities to execute the requirements of this Contract, informs and is integrated with the other Site contractors' scope, schedule and cost baseline, as applicable, and enables safe, effective and efficient advancement and completion of the Site mission;

The CPB, and associated TOPB(s) and PMB(s), shall include the following:

- (1) Technical Scope. The following baseline documents shall be viewed collectively as the technical scope for the cost/schedule control system:
  - (A) Contract PWS and other sections that define work scope and requirements;
  - (B) Waste site and facility lists;
  - (C) Approved interface agreements; and
  - (D) WBS Dictionary Sheets (the WBS submittal shall include a data column which cross-references the WBS elements at the lowest level to the appropriate Contract Line Item Number [CLIN]).

The CPB, and associated TOPB(s) and PMB(s), shall comply with the following requirements:

- (1) The WBS shall encompass all activities required in this Contract and provide the basis for all project control system components, including:
  - (A) Estimating;
  - (B) Scheduling;
  - (C) Budgeting; and
  - (D) Program and Project performance reporting (as required under this contract).
- (2) Control accounts within the WBS shall be identified; and
- (3) The baseline and management thereof shall comply with EIA-748 Earned Value Management Systems as approved through the EVMSD.

The CPB, and associated TOPB(s) and PMB(s), schedule shall:

- (1) Include all significant external interfaces, regulatory and Defense Nuclear Facilities Safety Board commitments, and Government-Furnished Services and Information (GFS/I) dependencies.
- (2) Be an activity based, resource loaded, logical network-based and integrated plan that correlates to the WBS and is vertically traceable to the EVMS control accounts and aligns with the Contractor's field schedules.



- (3) Include earned value method at the activity level and be capable of summarizing from control accounts to higher WBS levels.
- (4) The CPB cost estimate shall include resource plans / task analyses, detailed resource estimates, basis of estimates, budgetary requirements, and identification of direct costs, indirect costs, management reserve, and fee.
- (5) The method used to determine earned value shall be identified for each control account.
- (6) The CPB shall be accessible to DOE at any time through access to electronic software and native data files.

The CPB shall be logically tied, driven, and integrated with:

- (1) Financial system(s) for consistency and accurate reporting of information with traceability to budget and reporting requirements.
- (2) DOE, congressional, regulatory, and external commitments.
- (3) Performance milestones including contract performance incentives and other performance measures established by DOE.

#### **C.5.1.4 Contract Performance Baseline Submittals**

The Contractor shall develop and submit an initial CPB as directed by DOE. Subsequent updates to the CPB will occur as each Task Order is negotiated and awarded, and the associated TOPB(s) and PMB(s) implemented into the CPB. These proposed CPB updates, for additional Task Order work only, will be submitted as part of the Task Ordering Process to the CO, for DOE and Contractor negotiation and DOE approval, as part of the Contractor's Task Order Proposals. The Contractor shall comply with the requirements of Section H Clause entitled, *Task Ordering Procedure*. The Contractor shall also follow the requirements of their EVMSD requirements for baseline change control process.

The Contractor shall provide the WBS, WBS dictionary data, and basis of estimate data in either Microsoft Word<sup>®</sup> or Microsoft Access<sup>®</sup> format. Cost data shall be provided in Microsoft Access<sup>®</sup> or Microsoft Excel<sup>®</sup> format and the schedule shall be provided utilizing the current version of Primavera Systems, Inc., Enterprise for Construction<sup>®</sup> software, unless agreed to otherwise by DOE.

The Contractor shall provide additional data that may be required by the ~~M&O-contractor~~SRS Operations Contractor for development of the Savannah River Sitewide lifecycle baseline, as directed by DOE.

The Contractor shall support DOE External Independent Review and Energy Systems Acquisition Advisory Board (ESAAB) review as required.

## C.5.2 Program and Project Performance Reporting

The Contractor shall provide DOE with the necessary CPB performance information to support budget planning and execution, program and project planning and execution; program and project performance reporting, audit, and evaluation; and other DOE performance assessment and information needs.

### C.5.2.1 Monthly Performance Report

The Contractor shall submit to DOE CO, with copy to ContractorsMPR@hq.doe.gov, not later than the fifteenth business day prior to the end of each calendar month, a Monthly Performance Report representing the prior month's performance ~~by the 15th of each month~~ monthly. The Monthly Performance Report shall include a summary of overall contract performance, a separate report for each of the major work scopes and projects at the PBS and Task Order level, and a PMB report for each post CD-0 project executed under DOE 413.3.

The summary of overall contract performance shall include:

- (a) Significant accomplishments.
- (b) Major issues including actions required by the Contractor and DOE.
- (c) Analysis of funds expenditure, with projections for the contract, each task order and each DOE O 413.3 project, by FY and life of the Contract.
- (d) Technical scope, schedule, and cost variance analysis; including implications to near term and long-term milestones and deliverables at risk of being missed.
- (e) Discussion of corrective actions currently in place to address performance issues including initiation date of corrective actions.
- (f) Information on any safety or quality matters that emerged or persisted during the reporting month.
- (g) CPB EVMS information using Contract Performance Report formats (DI-MGMT-81466) Format 1, DD Form 2734/1, Mar 05, Work Breakdown Structure, and Format 5, DD Form 2734/5, Mar 05, Explanations and Problem Analysis.
- (h) CPB level summary information from applicable TOPB and PMB sections.

The report for each TOPB shall include:

Significant accomplishments and progress towards completion of project goals and objectives.

- (a) Key risks and challenges.
- (b) Evaluation of safety performance (including Integrated Safety Management Systems [ISMS] metrics and all recordable injuries, lost-time injuries, and near misses).

- (c) Business structure information to demonstrate ongoing compliance with the requirements of the Section H Clause entitled, *Subcontracted Work*.
- (d) TOPB EVMS performance information using the following Contract Performance Report formats (DI-MGMT-81466):
  - (e) Format 1, DD Form 2734/1, Mar 05, Work Breakdown Structure; and
  - (f) Format 5, DD Form 2734/5, Mar 05, Explanations and Problem Analysis;
- (g) TOPB schedule status, which reflects progress against the baseline and includes critical path analysis, performance trends, variance discussion(s), and potential issues related to milestones;
  - (1) Task Order Estimate To Completions (ETCs) and Estimate At Completions (EACs);
- (h) A change control section that summarizes the scope, technical, cost, and/or schedule impacts resulting from any implemented actions; and that discusses any known or pending baseline changes and utilization of management reserve;
  - (1) Project risk assessment, including identification of critical risks, actions planned, and actions taken to address those risks, potential problems, impacts, and alternative courses of action, including quality issues, staffing issues, assessment of the effectiveness of actions taken previously for significant issues, or the monitoring results of recovery plan implementation;
  - (2) The project risk assessment shall also identify the engineering and technology to reduce the risk and uncertainty with the project; and
  - (3) Actions required by DOE, including GFS/I and DOE decisions.
- (i) The PMB report for each post CD-0 project executed under DOE 413.3 shall include:
  - (1) Significant accomplishments and progress towards completion of project goals and objectives.
  - (2) Key risks and challenges.
  - (3) Evaluation of safety performance (including ISMS metrics and all recordable injuries, lost-time injuries, and near misses).
  - (4) Business structure information to demonstrate ongoing compliance with the requirements of the Section H Clause entitled, *Subcontracted Work*;
  - (5) For each post CD-2 project, PMB Performance including EVMS information using the following Contract Performance Report formats (DI-MGMT-81466):
    - Format 1, DD Form 2734/1, Mar 05, Work Breakdown Structure;

- Format 2, DD Form 2734/2, Mar 05, Organizational Categories;
  - Format 3, DD Form 2734/3, Mar 05, Baseline;
  - Format 4, DD Form 2734/4, Mar 05, Staffing; and
  - Format 5, DD Form 2734/5, Mar 05, Explanations and Problem Analysis.
- (6) The Contract Performance Reports shall be provided in the format forms referenced in the Integrated Program Management Report (IPMR) Data Item Description (DID) DI-MGMT-81861, unless the Contract specifies otherwise;
- (7) Contract Funds Status Report (CFSR) shall be provided in accordance with DID, DI-MGMT-81468, CFSR, or equivalent;
- (8) Baseline schedule status, which reflects progress against the baseline and includes critical path analysis, performance trends, variance discussion(s), and potential issues related to milestones;
- (9) Contract ETCs and EACs;
- (10) A change control section that summarizes the scope, technical, cost, and/or schedule impacts resulting from any implemented actions; and that discusses any known or pending baseline changes and utilization of management reserve;
- (11) Project risk assessment, including identification of critical risks, actions planned, and actions taken to address those risks, potential problems, impacts, and alternative courses of action, including quality issues, staffing issues, assessment of the effectiveness of actions taken previously for significant issues, or the monitoring results of recovery plan implementation;
- (12) The project risk assessment shall also identify the engineering and technology to reduce the risk and uncertainty with the project; and
- (13) Actions required by DOE, including GFS/I and DOE decisions.

### **C.5.2.2 Project Review Meetings**

The Contractor shall participate in ~~a monthly~~ contract/project ~~review~~reviews and be prepared to address any of the information in ~~the monthly report~~contract project reviews and be prepared to address in project reports and other information as requested by DOE. ~~A weekly contract~~Contract or project status meeting shall be conducted at DOE's request to provide interim updates and address issues.

### **C.5.3 Cost Estimating**

Contractor developed cost estimates form the basis of the cost baseline of the CPB, and associated TOPB(s) and PMB(s); and are important when evaluating proposed Contract changes. DOE uses these cost estimates for budget formulation, Contract change management, cleanup program planning, establishing a database of estimated and actual costs, and performance measurement.

Cost estimates shall be credible, well documented, accurate, and comprehensive.

The Contractor shall prepare cost estimates in accordance with the requirements in Section H Clause entitled, *Cost Estimating System Requirements*, and Section H Clause entitled, *Task Ordering Procedure*, of this Contract and using ~~The Twelve Steps~~the twelve steps of ~~High-Quality Cost Estimating Process~~high-quality cost estimating process identified by the Government Accountability Office (GAO) in GAO-~~09-3SP20-195G~~, *GAO Cost Estimating and Assessment Guide*, for all priced Contract actions exceeding the simplified acquisition threshold.

#### C.5.4 Scheduling

The Contractor's CPB and Integrated Master Schedule (IMS), comprised of TOPB(s) and PMB(s) schedules, shall utilize the DOE provided coding structure in (b) to integrate the Contractor's programmatic activities and projects executed under DOE O 413.3 into the CPB IMS. The CPB IMS integrates the TOPB programmatic activities and activities for projects executed under DOE O 413.3 managed by the Contractor into one schedule.

The Contractor shall develop the IMS in accordance with the National Defense Industrial Association's Planning & Scheduling Excellence Guide (v3.0), EIA-748 Guidelines and be resource loaded. The Contractor's IMS shall utilize the first four levels defined by the EM Corporate Work Breakdown Structure (CWBS), which are 1) Level 1 ~~Office of Environmental Management-EM~~, 2) Level 2 ~~Savannah River Site(-SRS)/ Savannah River Operations Office (SR)~~, 3) Level 3 - Program Baseline Summary (PBS) and 4) Level 4 - Analytical Building Blocks (ABBs). The CWBS should then be extended below Level 4 based on the way the Contractor plans to manage the work, must address all requirements of the Contractor PWS for all Task Orders under this contract, and be extended to the appropriate lower level(s) that satisfies critical visibility and reporting requirements as defined by the Contractor's EVMSD.

#### C.5.5 Risk Management

Successful execution of the Site cleanup mission requires an integrated risk management program where crosscutting risks and mitigation actions are identified, communicated, and coordinated with DOE and other Site contractors. The conduct of risk management shall result in risk informed prioritization of program, project, and infrastructure investments that facilitate successful project execution and program management.

The Contractor shall implement a risk management program in compliance ~~OMB~~Office of Management and Budget (OMB) Circular A-123 for Enterprise Risk Management, with risk management plans associated with each project being executed under DOE O 413.3~~B3~~, and DOE policy Requirements for Management of the ~~Office of Environmental Management's~~EM's Cleanup Program. The Contractor shall also incorporate the principles of DOE G 413.3-7A, *Risk Management Guide*, and GAO-09-3SP in its risk management process.

The Contractor shall submit a CPB level Risk Management Plan (RMP) to DOE, comprised of risk management plan(s) for TOPB(s) and risk management plans for project PMBs executed under DOE O 413.3. PMB risk management plans shall be submitted to DOE for approval as required by DOE O 413.3~~B3~~. The PMB risk management plans do not need to be standalone risk management plans and instead, may be an appendix to the TOPB RMP. The plan shall identify the processes

and procedures that will be implemented to address risk identification, qualitative risk assessment, quantitative risk analysis, risk handling, schedule risk analysis, risk monitoring and reporting, and calculating the recommended management reserve and schedule reserve required for adequate management of Contractor-controlled risk.

The Contractor shall communicate its risk analysis pertaining to crosscutting decisions to DOE and, other Site contractors, including agreement as to who shall be the lead for managing each risk. These crosscutting impacts shall be quantified in terms of probability, cost, and schedule impact to the overall Site cleanup mission, where possible.

## **C.6 Environment, Safety, Health, & Quality**

The Contractor shall establish and maintain the programs, procedures, and processes necessary to ensure the safety and health of the workers, the public, and the environment, and the quality of operations for all activities included in the Contract. ~~The Environment, Safety, Health, & Quality functional areas are —~~

### **C.6.1 Worker Safety and Health**

The Contractor shall develop (or adapt), staff and implement a Worker Safety and Health Program (WSHP) that complies with 10 CFR 851, *Worker Safety and Health Program*. ~~The WSHP shall be submitted to the CO for review and approval 30 days after NTP.~~ The WSHP must be approved before work commences.

#### **C.6.1.1 Workplace Substance Abuse Programs**

~~(a) The authorities and requirements for a Workplace Substance Abuse Program (WSAP) are derived from 10 CFR 707, *Workplace Substance Abuse Programs at DOE Sites* and 49 CFR 40, *Procedures for Transportation Workplace Drug and Alcohol Testing Programs*. The WSAP is required of the Contractor, and shall be flowed down to all subcontractors with personnel in testing-designated positions. The M&O contractor will establish program requirements, provide program procedures, conduct employee and supervisory training, establish testing programs, and maintain the official WSAP records.~~

~~(b) The Contractor shall —~~

~~Provide a WSAP~~ The Contractor shall:

- (1) Provide a Workplace Substance Abuse Programs (WSAP) Implementation Plan to DOE for approval, and review and update the plan; as necessary;
- (2) Comply with the requirements in 10 CFR 707, *Workplace Substance Abuse Programs at DOE Sites*; DOE O 350.1, *Contractor Human Resource Management Programs*; and 49 CFR 40, *Procedures for Transportation Workplace Drug and Alcohol Testing Programs*, as administered by the overall WSAP Implementation Plan;
- (3) Flow down the WSAP to all subcontractors with personnel in testing-designated positions.



- ~~(3)~~(4) Comply with the ~~M&O contractor~~SRS Operations Contractor established testing program for employees in testing designated positions. Testing designated positions are identified by the Contractor and apply to employees whose duties involve: Access to or handling of classified information; Access to or handling of Special Nuclear Material (SNM); High risk of danger to life, the environment, public health and safety, or national security; and Transportation of hazardous materials to or from a DOE ~~site~~Site.
- ~~(4)~~(5) Coordinate and provide drug/alcohol testing information to ~~M&O contractor~~SRS Operations Contractor, as required by their program and U.S. Department of Transportation (DOT) regulations;
- ~~(5)~~(6) Comply with the ~~M&O contractor~~SRS Operations Contractor established procedures and records management requirements for the implementation of the WSAP;
- ~~(6)~~(7) Comply with procedures and programs established by SRS for education awareness on illegal substance use in the workplace, supervisory training regarding their responsibilities with impaired employees, and Employee Assistance Program services; and
- ~~(7)~~(8) Report occurrence and/or reasonable suspicion testing regarding the WSAP to ~~M&O contractor~~the SRS Operations Contractor within the timeframe established to allow notice to DOE within four hours from the time the testing is ordered.

#### Supplemental Information

The authorities and requirements for a WSAP are derived from 10 CFR 707, Workplace Substance Abuse Programs at DOE Sites and 49 CFR 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs. The SRS Operations Contractor will establish program requirements, provide program procedures, conduct employee and supervisory training, establish testing programs, and maintain the official WSAP records.

#### **C.6.1.2 Safety Culture**

The Contractor shall—:

- (a) Adopt and continuously improve organizational culture (Site core values and behaviors).
- (b) Establish and maintain a safety culture and safety conscious work Environment in accordance with Departmental expectations, including implementation and utilization of programs/processes that support employees raising concerns without fear of retaliation. These programs/processes include, but are not limited to, the Employee Concerns Program (ECP); the Differing Professional Opinions Process; Ethics and Compliance Program/Process; and Alternative Dispute Resolution;
- (c) Continuously promote a work environment where employees are encouraged to raise concerns. The Contractor shall define expectations, rigorously reinforce those expectations, and take actions to mitigate the potential for a chilling effect;



- (d) Conduct business in a manner fully transparent to DOE. Activities are demonstrated by open, clear, and well-communicated management actions and technical and project documentation. Identified issues and trends are proactively shared with DOE;
- (e) Champion a culture that promotes proactive self-identification and reporting of issues that identifies and takes action on systemic weaknesses leading to sustained continuous self-improvement; and
- (f) Champion a culture that emphasizes the three safety focus areas of Leadership. Employee Engagement and Organizational Learning and their associated attributes as set forth in Attachment 10 of DOE G 450.4-1C, Integrated Safety Management System Guide.

### ~~C.6.2—Integrated Safety Management System (ISMS)~~

~~The Contractor shall develop and submit for approval a single Integrated Safety Management System (ISMS) program description in accordance with DOE Acquisition Regulation (DEAR) clause 970.5223-1, Integration of Environment, Safety, and Health into Work Planning and Execution. Contractor shall develop Safety Performance Objectives, Measures and Commitments.~~

### C.6.2 Reserved

### **C.6.3 Radiation Protection**

The Contractor shall develop and implement a Radiation Protection Program that complies with the requirements of 10 CFR 835, *Occupational Radiation Protection*. Utilize guidance from DOE-STD-1098-2008, *Radiological Control*, to develop the program.

### **C.6.4 Radiological Assistance Program (RAP)**

The Contractor shall:

- (a) Establish an agreement with National Nuclear Security Administration (NNSA) detailing the specific services to be provided by the contractor in support of the DOE Region 3 RAP.
- (b) Provide qualified personnel, technical expertise, equipment as delineated in the inter-contractor agreement to ensure maintenance and staffing of emergency teams with the ability to respond under the direction of DOE NNSA and the U.S. Department of Homeland Security.
- (c) As specified in the agreement with NNSA, adhere to the requirements established by NNSA, consistent with DOE Order 153.1.

### Supplemental Information

The NNSA manages the Region 3 Radiological Assistance Program (RAP), as described in DOE-O-153.1, Departmental Radiological Emergency Response Assets, on behalf of DOE. ~~The~~ Region 3 RAP is responsible for Alabama, Florida, Georgia, North Carolina and South Carolina and others, as directed by DOE Headquarters (HQ).

The RAP Mission is to provide first-responder radiological assistance to protect the health and safety of the general public and the environment; assist DOE program elements, and other federal, state, Tribal and local agencies in the detection, identification and analysis, and response to events involving the use of radiological/nuclear material. The RAP provides 24-hour-a-day radiological response capabilities. The RAP teams consist of DOE and DOE contractor personnel that perform radiological assistance duties as part of their normal employment or as part of the terms of the Contract between their employer and DOE. The RAP Response Team will require augmentation of personnel, equipment, and expertise as delineated in work scope arrangements with the Contractor, other Site contractors or offsite vendors.

~~(a) The Contractor shall provide qualified personnel, technical expertise, equipment, and support to the DOE Region 3 RAP as delineated in the inter-contractor agreement to ensure maintenance and staffing of emergency teams with the ability to respond under the direction of DOE NNSA and the U.S. Department of Homeland Security.~~

### **C.6.5 Quality Assurance (QA)**

The Contractor shall submit a Quality Assurance Plan (QAP) that implements Quality Assurance (QA) program requirements identified in Section J, Attachment J-~~2~~and 2 and Section E.1 using a graded approach for DOE approval. The graded approach shall be documented and submitted for DOE approval as a standalone document or combined with the QAP.

### **~~C.6.6 Procedure Management~~**

#### **C.6.6 Reserved**

#### **C.6.7 Training**

The Contractor shall—:

- ~~(a) Prepare, review, approve, issue, use, and revise documents to prescribe work processes; and~~
- ~~(b) Identify and control procedures to ensure proper use.~~

#### **~~C.6.7C.1.1 Training~~**

~~The Contractor shall—~~

- (a) Establish a training program in accordance with DOE O 426.2, *Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities*, and all applicable laws and regulations. ~~The Training Program Plan shall be submitted to DOE for approval.~~ The program shall include a Training Implementation Matrix-~~(TIM) or training program description or plan (TPP)~~, which shall be updated annually and submitted to DOE for approval.
- (b) Track employee training status and notify employees of training needs (this includes training provided by other Site contractors, instrument vendors, and internal Contractor training). Training records shall be maintained and retrievable for current employees.
- (c) Coordinate with other Site contractors to consolidate training modules, where practicable; and

- (d) Ensure that its training program is configured/managed so the personnel who do not have the necessary training (e.g., not trained, not pre-qualified, etc.) are prohibited from performing the work that requires the training.

## **C.6.8 Environmental Regulatory Management**

### **C.6.8.1 Environmental ~~Compliance~~Regulatory Activities**

The Contractor shall—:

- (a) Plan and safely execute a program that meets regulatory commitments reflected in the SRS Federal Facility Agreement, Clean Air Act permit #TV-0080-0041, Clean Water Act permit #SC0000175, Resource Conservation and Recovery Act (RCRA) permit #SC1890008989 and closure plans, National Environmental Policy Act (NEPA), settlement agreements, administrative orders, consent decrees, notices of violation(s), Memoranda of Agreements or other notices of direction from DOE and/or regulatory agencies, as applicable.
- (b) Execute work consistent with DOE NEPA decisions ~~(see, <https://www.energy.gov/srs/national-environmental-policy-act-documents-nepa>).~~
- (c) When requested by DOE, prepare technical information required for additional NEPA analyses and/or documentation.
- (d) Execute the Site environmental permitting and regulatory compliance activities per Section J.
- (e) Support DOE in responding to regulatory issues.
- (f) Cooperate and coordinate when requested by DOE during enforcement actions including tracking, trending, and evaluating actions; coordinating and integrating responses; developing a protocol with the other Site contractors for enforcement inspections; and, for resolving compliance issues.
- ~~(a) Cooperate with all other Site contractors to ensure environmental compliance.~~
- (g) Assume ownership of regulatory notices of violations that were caused by the facilities assigned under the contract and make the necessary actions to correct the situation and prevent further noncompliance occurrences.
- (h) Support Site visits from regulatory agencies and provide escorts as needed.
- ~~(i) Comply with all applicable Federal environmental laws and regulations. The contractor is also required to comply with the associated South Carolina environmental laws and regulations unless directed by DOE.~~

### C.6.8.2 Environmental Compliance Activities

The Contractor shall—:

~~(b)~~(a) Interface with other contractors in providing legally and contractually required air, liquid effluent, and other media environmental monitoring data. Collect, compile, and/or integrate air and liquid effluent (including radionuclides) monitoring data from IMCC facilities assigned under the contract.

~~(e)~~(b) Provide the ~~M&O contractor~~SRS Operations Contractor legally and contractually required air, liquid effluent, and other media environmental monitoring mission source and chemical inventory data as applicable.

~~(d) Develop an Environmental Management System that is certified or conforming to the International Organization for Standardization (ISO) 14001:2004 or utilize the M&O contractor program.~~

~~(e) Employ knowledgeable, experienced and competent environmental staff.~~

~~(f) Conduct environmental assessments of operations.~~

~~(g) Implement spill prevention control and countermeasures plan in accordance with Clean Water Act requirements and M&O contractor's program.~~

~~(h)~~(c) Implement a Best Management Practices plan for the management of toxic substances in accordance with the Site's NPDES permit(s).

~~(i)~~(d) Implement a Scavenger Wastewater Program in accordance with the Site's M&O contractor and the Site's NPDES permit(s). Contractor and the Site's NPDES permit(s). Provide a Scavenger Wastewater Program to other contractors; coordinate with other site contractors where IMCC handles other site contractors Scavenger wastewater; and implement appropriate SLA's where necessary.

~~(j)~~(e) Compile a list of regulatory commitments with deadlines and track the completions of such commitments.

~~(k)~~(f) Collect and compile solid waste data from facilities assigned under the contract and provide the ~~M&O contractor~~SRS Operations Contractor with this data on ~~a frequent or an~~ as-needed basis.

(g) Cooperate with all other Site contractors to ensure environmental compliance.

### C.6.9 Conduct of Operations ~~(CONOPS)~~

The Contractor shall—:

(a) Establish and implement a Conduct of Operations (CONOPS) Program in accordance with DOE O 422.1, *Conduct of Operations*, using the graded approach to CONOPS requirements

and attributes for all Hazard Category 2, and 3 nuclear facilities and for other than Hazard Category 2, and 3 nuclear facilities. Facilities may be grouped as appropriate.

- (b) Define a graded approach for causal analysis and corrective actions for High, Low, and Informational Level reports as required by DOE O 232.2A, *Occurrence Reporting and Processing of Operations Information*, in the QAP.
- (c) Include the ~~contractor's~~Contractor's implementing process or procedure for activity level work planning and control in the CONOPS Program that—~~:~~
  - (1) Applies to all facilities and is not limited to nuclear facilities and activities.
  - (2) Protects the worker, the public, and the environment by scoping, planning, scheduling, and preparing in a manner that results in the safe execution of work.
  - (3) Mitigates or eliminates the hazards associated with the work.
  - (4) Identifies the impact of work to the facility and work groups and plan, control, and execute the work without incurring unanticipated issues resulting from the work.
  - (5) Maximizes efficiency and effectiveness of Site personnel and material resources.
  - (6) Maximizes availability and reliability of facility equipment and systems.
  - (7) Maximizes continuous feedback and improvement including worker feedback mechanisms.

#### ~~C.6.10 Nuclear Safety~~

~~The Contractor shall—~~

- ~~(a) Ensure that all nuclear facilities and nuclear operations activities are maintained and performed within DOE approved safety bases.~~
- ~~(b) Implement a nuclear safety program that satisfies the requirements of 10 CFR 830, *Nuclear Safety Management*, including Subpart A, *Quality Assurance Requirements*, and Subpart B, *Safety Basis Requirements*.~~
- ~~(c) Adopt, maintain and staff, a nuclear criticality safety program.~~

#### C.6.10 Reserved

#### C.6.11 Conduct of Engineering

The desired outcome is an Engineering service that provides engineering leadership and resources to accomplish the work scope.

Coordinate with DOE the delegations below which are provided for operational flexibility. DOE retains overall authority for the SiteSRS.

The Contractor shall—:

- (1) Function as the Design Authority when appointed in accordance with DOE O 413.~~3B3~~.
- (2) Accept delegation ~~per DOE O 420.1 to act as owner as it applies~~of limited Authority ~~having jurisdiction functions related to industry~~10CFR851 and O420.1C.
- ~~(2)(3)~~ (3) Accept assignment of limited Authority having jurisdiction roles and responsibilities for 10CFR851 requirements for NFPA codes and standards, dealing primarily with electrical design, installation, and operation of electrical systems.  
Accept assignment as the National Fire Protection Association (NFPA) 70, National Electrical Code, Authority Having Jurisdiction.
- ~~(3) Develop a process to delineate which design products are stamped by a licensed professional engineer, for DOE's approval, and implement as approved.~~
- (4) Be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the contractor under this Contract.
- (5) With the ~~M&O contractor~~SRS Operations Contractor as the lead, support the development and maintenance of ~~and provide concurrence with~~ the Site Natural Phenomena Hazards (NPH) requirements documents ~~in accordance with Section J.~~
- (6) Utilize the SRS Site NPH requirements documents in the design, construction, and analysis of facilities assigned to this Contract in accordance with DOE O 420.1.

## C.6.12 Conduct of Maintenance

### C.6.12.1 Real Property Maintenance

In accordance with DOE O 430.1C, *Real Property Asset Management*, real property assets must be sustained by maintenance, repair, and renovation activities to ensure: mission readiness; operational safety; worker health, environmental protection and compliance; security; and property preservation to cost-effectively meet program missions.

The Contractor shall establish, and implement a maintenance management program for real property assigned to this Contract that includes the following—:

- (1) ~~Establish a~~A software database that provides the ability to track, capture, document, and demonstrate the real property maintenance cost expenditures at the component level.
- (2) ~~Develop a~~A method to determine the minimum acceptable level of condition for each asset; methods for categorizing Repair Needs ~~(RN)~~ deficiencies that are also classified as Deferred Maintenance (DM); management of the DM backlog if funding allows; and a method to prioritize maintenance work.

- (3) ~~Keep~~Keeping existing facilities in an acceptable condition, functional, and sustainable in support of current mission. This includes a management process for planning and budgeting for known future cyclical maintenance, repair, and renovation requirements for major building components or infrastructure systems; and a mechanism to track direct and indirect funded expenditures for maintenance and repair and renovation at the asset level.
- (4) ~~Develop a~~A technical and management process to align the performance, functional, and physical attributes of real property facilities, structures, systems, and components in the maintenance program with associated requirements, design, and operational information.
- (5) ~~Ensure real~~Real property asset availability for planned use or disposition using preventive and predictive maintenance and repairs.
- (6) ~~Develop a~~A five--year forecast, by fiscal year, and update annually to identify financial investments for sustainment of real property assets to support DOE strategic plans, program guidance, and Departmental performance targets. Include consideration for desired level of service, remaining service life, current condition assessments, Energy Independence and Security Act energy and water evaluations, utilizations surveys, the mission dependency of the asset, and projected funding for DM reduction.

~~Support M&O contractor~~The Contract shall support the SRS Operations Contractor in the Site Condition Assessment Surveys/Condition Assessment Information System (CAIS) for assigned facilities, other structures and facilities, real property trailers, and real property CONEX boxes. Any issues found during condition assessments surveys will be handled in accordance with the Contractor Assurance System (CAS).

#### C.6.12.2 Nuclear Facility Maintenance

The Contractor shall perform maintenance in accordance with the requirements of DOE O 433.1B, *Maintenance Management Program for DOE Nuclear Facilities*, to minimize the likelihood and consequences of human fallibility or technical and organizational system failures.

The Contractor shall—~~;~~:

- (1) Develop and implement a Nuclear Maintenance Management Program (NMMP) using the general and specific requirements and attributes identified in DOE O 433.1B for the DOE Hazard Category 2 and 3 Nuclear Facility;
- ~~(2) Provide to DOE for approval NMMP description documents consisting of entries for each general and specific maintenance requirement and attribute of DOE O 433.1B;~~
- ~~(3)~~(2) ~~Review, update, and obtain DOE approval of nuclear maintenance documentation demonstrating conformance at inception, when changes in conditions require changes in the documentation, and~~NMMP Description Documents, at least every three years or as directed by DOE (minor administrative changes and corrections or routine updates to



cited documents do not require new DOE approval); ~~and~~ in accordance with the requirements in DOE O 433.1B.

~~(4)~~(3) An NMMP may be written to encompass both nuclear and non-nuclear facility maintenance in a single program.

### C.6.13 Fire Protection Program

~~(a) Existing Fire Protection Exemptions and Equivalencies are provided in Section J.~~

The Contractor shall—:

- ~~(1) Ensure new projects and facility design, construction, and modifications involving fire systems are~~Establish and implement a Fire Protection Program in accordance with DOE O 420.1, Facility Safety.
- ~~(4)~~(2) Develop a Savannah River Fire Protection Design Requirements (HNF-36174). Program and Wildlife Fire Management Plan. Coordinate this plan with the SRS Operations Contractor in the development and integration of the baseline needs assessment. Obtain DOE approval of the plan.
- ~~(3) Ensure all fire permits required by NFPA 1, Provide Fire Code, Section 1.12 are approved~~Protection Inspection, Testing & Maintenance services for the IMCC facilities.
- ~~(4)~~ Establish and maintain the Contractor Authority Having Jurisdiction (CAHJ) in ~~place~~accordance with FP CAHJ Reference Document.
- ~~(2)~~(5) Accept assignment of limited Authority having jurisdiction responsibilities related to perform the IMCC PWS. the Fire Protection Contractor Authority having jurisdiction program.”

## C.7 Personal Property Management

### C.7.1 Personal Property Management Program

The Contractor shall:

- (1) Interface with the SRS Operations Contractor in the execution of the SRS Personal Property and Materials Management Program.
- (2) Manage a Contract-specific Personal Property and Materials Management Program consistent with the SRS Operations Contractor’s Program.
- (3) A Contract-specific Personal Property and Material Management Program (Property Management System) and submit for DOE approval.
- (4) Work with the SRS Operations Contractor and other Site contractors in establishing Site Personal Property and Materials Management policies and procedures.

- (5) Conduct a complete, wall-to-wall physical Contractor Controlled Inventory, including bar coding and tagging as applicable, and provide a report to DOE.
- (6) Participate in Sitewide personal property borrowing and loaning activities (domestically and abroad); loans of Government property to and from non-contractors, other DOE Sites, and/or other agencies.
- (7) Participate in the Sitewide precious metals recycling program.
- (8) In the material management program, maintain an accurate inventory throughout the lifecycle of the Contract.

### Supplemental Information

The Savannah River Personal Property and Materials Management Program managed by the ~~M&O contractor~~SRS Operations Contractor is ~~an over-arching program~~ conducted in accordance with established DOE directives and other regulations and laws (FAR Part 52.245-1, Government Property; DEAR Part-952.245-5, Government Property (Cost Reimbursement; Time and Materials, or Labor-Hour Contracts; Section-~~J.67 H~~, Laws, Regulations, and DOE Directives; and 41-CFR-109, DOE Property Management Regulations) that enables effective and efficient stewardship of personal property assets, and optimum reuse and disposal of federal personal property.

~~(a) The Contractor shall —~~

~~Participate with the M&O contractor in the development and execution of the Savannah River Site Personal Property and Materials Management Program.~~ The program provides for efficient tracking of accountable personal property Sitewide, management of the primary property management Sitewide database, including providing Sitewide property management reports and other related systems, central recycling, excess property dispositioning, equipment transfers and loans, and maintenance of central warehouses and associated inventory. Discrepancies amongst the other Site contractors that cannot be resolved internally shall be resolved through the interface management process ~~(as defined in 3B Property and Materials Management Manual in accordance with Section J).~~

~~(1) Manage a Contract-specific Personal Property and Materials Management Program consistent with the Site Program and requires the following —~~

~~(A) Provide a Contract-specific Personal Property and Material Management Program (Property Management System) and submit for DOE approval.~~

~~(2)(1) Work with the M&O contractor and other Site contractors in establishing Site Personal Property and Materials Management policies and procedures.~~

~~(3)(1) Conduct a complete, wall-to-wall physical Contractor Controlled Inventory, including bar coding and tagging as applicable, and provide a report to DOE.~~

~~(B) Participate in Sitewide personal property borrowing and loaning activities (domestically and abroad); loans of Government property to and from non-contractors, other DOE sites, and/or other agencies.~~

~~(4)(1) Participate in the Sitewide precious metals recycling program.~~

~~(C) Maintain an accurate inventory throughout the lifecycle of the Contract.~~

### C.7.2 Disposition of Excess Personal Property

When personal property in Condition Code 1, 4, or 7 (41 CFR 102-36.240) is determined to be excess to the needs of this Contract, it shall be posted on the Sitewide Excess Personal Property Bulletin Board for seven days. If the asset is not reutilized on the Site, then the Contractor shall consult with the ~~M&O contractor~~SRS Operations Contractor for further and final disposition.

The Contractor shall—:

- (1) Manage planning, coordination, asset isolation, cleanup, preparation for removal, transfer, and other activities required to complete the transfer of targeted assets.
- (2) Process scrap metal, paper, wood, and recyclable materials through the ~~M&O contractor~~SRS Operations Contractor.
- (3) Report excess items to the DOE Organizational Property Management Officer (OPMO) /DOE Property Administrator within the timeframes specified in FAR Part 52.245-1, *Government Property*, and 41 CFR 109, *Department of Energy Property Management Regulations*.
- (4) Disposition nuclear-related or proliferation sensitive property in accordance with the requirements of 41 CFR 109 and DOE O 474.2, *Nuclear Material Control and Accountability*.

### C.7.3 Inventory Management

The Contractor shall—:

- (1) Manage assigned inventory warehouses. Warehouse facility operations shall provide for tracking, storage, and disbursement of inventory items.
- (2) Perform an annual inventory of Government property within warehouse facilities assigned to this Contract.
- (3) Support an annual inventory with ~~M&O contractor~~SRS Operations Contractor as the lead of the Site convenience storage warehouse and any other shared warehouses containing personal property for this Contract.
- (4) Maintain appropriate levels of designated supplies and emergency response-related items, to ensure the timely availability of critical items.

- (5) Establish the most cost-effective method to provide common-use and critical items, including onsite storage, just-in-time contracts, and basic ordering agreements.
- (6) Follow the priorities for use of mandatory government sources listed in FAR Part 8, *Required Sources of Supplies and Services*, prior to purchasing personal property.
- (7) Maintain stock on hand or provide immediate access to critical items.
- ~~(8)~~ Support the ~~Site automated material systems~~ Asset Management Information System (AMIS) required to provide customer access and accountability for stored items.
- ~~(8)(9)~~ Develop, implement, and administer the Spare Parts Program for this contract in compliance with DOE O 433.1B, *Maintenance Management Program for DOE Nuclear Facilities*.

#### C.7.4 Real Property Asset Management

The Contractor shall participate and coordinate with the SRS Operations Contractor in strategic and tactical planning of real property short-term and long-term forecasts for this Contract and provide information to the SRS Operations Contractor to document appropriately in the following plans: SRS Infrastructure and Services Alignment Study (ISA), Five Year Site Plan (FYSP), Master Infrastructure List (MIL), and other planning activities being developed and maintained by the SRS Operations Contractor.

##### Supplemental Information

In accordance with DOE O 430.1C, Real Property Asset Management, real property must be managed in a safe, secure, cost-effective, and sustainable manner; ensure that financial investments in real property are aligned to meet DOE mission needs and requirements; and ensure the real property portfolio is appropriately sized, aligned, and in proper condition to support efficient mission execution. This also includes providing reliable FIMS information to the ~~M&O contractor~~ SRS Operations Contractor that provides current, complete, and accurate information on real property holdings, enabling informed decision making in the planning, budgeting, operation, maintenance, and disposal of real property.

- ~~(a) The Contractor shall participate and coordinate with the M&O contractor in strategic and tactical planning of real property short-term and long-term forecasts for this Contract and provide information to the M&O contractor to document appropriately in master plans: Infrastructure and Services Alignment Plan (ISAP), Five Year Site Plan (FYSP), Master Infrastructure List (MIL), and other planning activities (e.g., Savannah River Site Population Forecasts) being developed and maintained by the M&O contractor.~~

### C.7.5 Facilities Information Management System ~~(Reporting Systems)~~

The Contractor shall—:

- (a) Provide ~~to the M&O contractor,~~ SRS Operations FIMS Administrator on an annual basis, the required maintenance costs, and other data elements that need to be updated in FIMS at the asset level utilizing the captured component level maintenance data to meet the FIMS reporting requirements and timelines.
- (b) Participate in the annual FIMS data validation effort led by the SRS Operations Contractor, encompassing records review, onsite asset inspection, and validation of a select number of records. Support development of validation scorecard results and corrective action plan.
- (c) Support the ~~M&O contractor~~ SRS Operations Contractor to develop real property performance measurement/metrics for the Site to trend lifecycle management of real property assets.

### C.7.6 General Purpose Facility Planning and Management

The Contractor shall, with ~~M&O contractor~~ the SRS Operations Contractor as the lead, provide information in the Comprehensive Consolidated Housing Plan (CCHP) to—:

- (a) Coordinate, manage, and integrate office and warehouse needs within the IMCC PWS and provide cost-effective, efficient, safe, and secure posture of real property to meet operating requirements.
- (b) Evaluate the supply and demand of facilities for the IMCC ~~PWS~~ to develop, maintain, and implement ensure a collective strategy ~~and objective to that~~ support and improve the effectiveness and efficiencies of facilities, as documented in the ISAP, FYSP, and CCHP.

### C.7.7 Land-Use Planning and Management

The desired outcome for land-use planning and management is to perform work in compliance with the Savannah River Land Use Plan (SLUP) and its implementing plans and procedures, support the SRS Operations Contractor in performing management of real property at the Site for DOE, and cooperate in the use of real property among other Site contractors.

The Contractor shall coordinate with and support the ~~M&O contractor~~ SRS Operations Contractor in a range of real property activities, such as conducting land-use planning for areas and specific parcels; conducting reviews and integrating land-use requests for new facilities, infrastructure systems, land improvements, or change of land use; conducting land management activities, including day-to-day implementation of the SRSSavannah River Land Use Plan ~~(SLUP); SRNS-RP-2014-00537~~; managing land use requirements and beneficial reuse of land; and conducting real estate activities in the out-grant and disposal of real property or interests therein.

- ~~(a) The desired outcome for land-use planning and management is to perform work in compliance with the SLUP and its implementing plans and procedures, support the M&O contractor in~~

~~performing management of real property at the Site for DOE, and cooperate in the use of real property among other Site contractors.~~

The Contractor shall—:

- (1) Comply with the SLUP and associated land use plans as directed or interpreted by DOE for the IMCC ~~PWS~~.
- ~~(2)~~ Provide input to the ~~M&O contractor~~ SRS Operations Contractor to assess the need for updating ~~the existing or developing new SLUP~~.
- ~~(3)~~ (2) Ensure that or revising the SLUP and provide necessary information for performing Savannah River land use actions related to this Contract do not impede safety or completion of other Site contractors' projects on the Site by utilizing the Site Use Site Clearance Permitting system planning.
- ~~(4)~~ (3) Provide necessary data and information to the M&O contractor SRS Operations Contractor for performing ~~Savannah River Site~~ SR S land use planning and management.
- ~~(5)~~ (4) Maintain real property assets and identify corrective actions for deficiencies in land use.

## C.8 Information Management

### C.8.1 Information Technology ~~(IT)~~ and Cyber Security Management

~~(a) The contractor shall manage information resources to support efficient and effective performance of their contract and mission objectives, and in accordance with DOE site programs:~~

~~(b) The Contractor shall—~~

- ~~(1) Maintain an information technology strategic plan that coordinates IT planning and investment decisions and links contractor specific IMCC PWS;~~
- ~~(2) Implement an IT investment decision process that utilizes Enterprise Architecture principles;~~
- ~~(3) Implement and manage IT acquisition processes to achieve cost savings through appropriate IT hardware and software standards, negotiated buying arrangements, and refresh policies;~~
- ~~(4) Execute a Capital Planning and Investment Control (CPIC) program and office specific processes that support monitoring and demonstrating effective control of the cost, schedule, and in performance of investments and corresponding projects;~~
- ~~(5) Implement appropriate internal policies regarding the acceptable use of IT assets;~~

- ~~(6) Utilize the site IT Acquisition and Management governance process when making IT investments;~~
- ~~(7) Prioritize and select investments, based upon performance and results, as part of the budget development process;~~
- ~~(8) Maintain an enterprise architecture for the life cycle management of information resources and related IT investments funded by or operated for DOE;~~
- ~~(9) Ensure the acquisition, use, and management of IT hardware and software funded by or operated for DOE meet program and mission goals to promote sound resource management;~~
- ~~(10) — Promote consolidation of software acquisition, volume purchasing arrangements, enterprise wide agreements and best practices in software implementation, consistent with the Program Evaluation Management Plan and/or the SmartBuy program;~~
- ~~(11) — Implement a Software Quality Assurance (SQA) program that applies a graded, risk-based approach;~~
- ~~(12) — Ensure compliance with negotiated contract procurement requirements for IT procurements;~~
- ~~(13) — Deploy acquisition strategies for IT hardware designed to take advantage of volume discount savings, this includes promoting use of common hardware and software configurations, where appropriate, and adopt standard replacement policies to make the best use of existing resources;~~
- ~~(14) — Implement and manage IT operations and processes to ensure that information published to federal service to citizens public websites are appropriate, timely, and accessible to the public and individuals with disabilities;~~
- ~~(15) — Comply with established security requirements for the protection and control of information, information systems, and matter required to be classified or controlled by statutes, regulations, and DOE Directives, including DOE O 205.1C, *Cyber Security Management*, Department Enterprise Cyber Security Program Plan (DE-SCPP), and DOE O 470.1, *Integrated Safeguards and Security Management*, consistent with the Federal Information Security Management Act of 2002 (FISMA);~~
- ~~(16) — Be responsible for assessing and managing risk within its environment, in the context of acceptable mission risk set collaboratively with the Federal Site Manager;~~
- ~~(17) — Formally establish a Site Risk Management Approach (RMA) that is consistent with the requirements of the applicable Senior DOE Management (SDM) RMA implementation plan;~~



- ~~(18) — Establish and maintain an effective assurance system that provides appropriate transparency to Federal oversight regarding cyber security risk management and overall performance;~~
- ~~(19) — Establish and implement a configuration management approach—where mission appropriate, the approach must consider federally established configurations, such as the Federal Desktop Core Configuration (FDCC) as an alternative;~~
- ~~(20) — Where mission appropriate, or where required in the SDM RMA Implementation Plan, incorporate Federal initiatives such as Homeland Security Presidential Directive (HSPD) 12 (or compatible) logical access capabilities and the use of Internet Protocol (IP) v6 and Domain Name System Security Extensions (DNSSEC) as part of their system development life cycle plans;~~
- ~~(21) — Establish a process to ensure that users acknowledge and consent to site privacy and monitoring policies;~~
- ~~(22) — Establish and maintain an Incident management handling and reporting capability that is consistent with the contractor requirements contained within the applicable SDM RMA Implementation plan. This capability must include Reporting cyber security and privacy incidents to the Federal Incident Response Coordinator and Joint Cybersecurity Coordination Center (JC3);~~
- ~~(23) — Adhere to the requirements established by the Committee on National Security Systems (CNSS); requests for equivalencies and for exemptions from CNSS requirements must follow those processes, as amplified by SDM RMA implementation plan direction;~~
- ~~(24) — Take appropriate steps to ensure that the requirements of CNSSP 300, *National Policy on Control of Compromising Emanations*, and associated instructions (i.e., TEMPEST requirements) are adequately implemented on NSS under its purview consistent with the requirements of the applicable RMIP;~~
- ~~(25) — Confirm and document that a Department or Agency Certified TEMPEST Technical Authority (CTTA) has performed an evaluation during initial authorization and any subsequent security significant changes (i.e., change in components, etc.) as defined in the applicable RMIP;~~
- ~~(26) — Implement requirements for accessing and protecting Restricted Data (RD), Formerly Restricted Data (FRD) and Trans-classified Foreign Nuclear Information (TFNI) as defined in the SDM RMA implementation plans;~~
- ~~(27) — Ensure all information systems operate within the processes defined and approved by the Federal Authorized Official, and that all systems maintain an acceptable level of risk pursuant to (1) the agreed upon risk profile defined by Site and Federal management, and (2) approved oversight and assurance systems; and~~

~~Ensure that all use of radio frequency spectrum is in compliance with Title 47~~The primary goal of this scope of work is to enable the successful execution of the IMCC mission and associated activities by providing effective, efficient, and innovative information management (IM) and information technology (IT) solutions, maintenance of IMCC technical data in support of regulatory decision-making, and long-term stewardship. The Contractor shall manage and maintain secure automated information systems, network and server operations, desktop services, software application development and maintenance and other information technology (IT) support and infrastructure necessary for the IMCC mission in accordance with National, Federal, Departmental, and program policies. This includes execution of a hardware and software lifecycle replacement/upgrade plan that ensures IT resources do not become outdated or unsupported across the IMCC mission organizations throughout the contract period. The Contractor shall submit a property management system plan under requirements of FAR 52.245-1.

Achievement of these goals and requirements stated in section C.8 can be accomplished through one of three options:

- (1) Developing, implementing, and maintaining these services utilizing the Contractor's resources (unless expressly required to procure services from the SRS Operations Contractor);
- (2) Procuring the necessary resources from the SRS Operations Contractor as outlined in Section J, Attachment J-3, Savannah River Site Services and Interface Matrix (unless the Contractor is expressly required to provide the service); or
- (3) Utilizing a combination of internal services as well as procuring services through the SRS Operations Contractor.

The Contractor is required to provide plans for implementation of the IT and Cyber Security programs within the first 90 days of the contract period. Plan should address method of implementation, resources being procured/developed, and timeline for implementation, at a minimum. These plans must receive concurrence from DOE prior to implementation.

For IT Support, the Contractor shall:

- (1) Provide support for DOE IT Strategic Planning, Capital Planning & Investment Control, Enterprise Architecture, and other IT activities required for the Contractor's operation. This includes the Contractor performing and documenting its IT strategic and enterprise architecture plans, portfolio planning and investment control, and management and tracking of IT/Cyber budgets. Capital Planning support personnel shall have a good working knowledge of OMB requirements and best practices for IT Investment Reporting, Application Portfolio Management, Governance (specifying the decision rights and accountability framework to encourage desirable behavior in the use of IT), and Project Management. The Contractor shall perform, at a minimum, the following tasks associated with IT Capital Planning:
  - (a) Support the management of information, IT assets and IT investments, including OMB Capital Planning and Investment Control Exhibit investments and reports. These reports are generated monthly, annually, and/or during the OMB Passback,

- and involves analyzing, collating, and reporting detailed information on the utilization of IT resources (e.g., applications, hardware, software, and labor).
- (b) Coordinate with DOE to facilitate the timely and accurate submission of applicable Capital Planning and Investment Control Exhibits for IT investments in OMB A-11 for monthly and annual reports and data calls.
  - (c) Provide analysis and reporting of cost and risk reduction activities (including creating and maintaining guidance) to improve investment performance.
  - (d) Provide IT portfolio management support by evaluating and monitoring the portfolio on a continuous basis.
  - (e) Support ad hoc portfolio requests for portfolio analysis and other ad hoc reporting requests.
  - (f) Support the information gathering and reporting for data calls in a timely and accurate manner and within the due date specified by the requesting organization.
  - (g) Support the Application Portfolio Management process by evaluating the portfolio to increase its efficiency and effectiveness to support stakeholder needs.
  - (h) Support the information gathering and reporting for Enterprise Architecture/Strategic Planning data calls from OMB, EM, or Office of the Chief Information Officer (OCIO) in a timely and accurate manner, within the due date specified by the requesting organization and through the local federal DOE-SR.
  - (i) Provide a report of accomplishments, activities, issues, and recommendations monthly, or as requested by DOE.
- (2) Ensure IT capabilities specifically for desktop services, server operations, network backbone, security appliances and related tools, remote connectivity, and wireless communications (cell, radio, etc.) are available to support the contract missions based on current best business practices to ensure appropriate capabilities are maintained and secured. This also includes necessary telecommunications management, security, planning and control in support of IMCC missions.
- (3) Conduct a robust BIA in order to assess and prioritize business applications and processes supporting information management; identify potential disruptions, legal and regulatory requirements; estimate maximum allowable downtime and acceptable losses; and estimate recovery time objectives to give managers strategic business insight to support decisions about each major program assessed through the BIA. This includes the following:
- (a) Develop, review, and test (annually), a Continuity of Operations Plan (COOP) and/or Disaster Recovery Plan based on the BIA. A report of the annual test of the COOP shall be submitted to DOE as requested.

- (b) Develop and electronically publish publicly consumable IT program performance metrics comparable to the externally accessible performance metrics for review and concurrence by DOE for the purposes of transparency.
- (4) Establish necessary MOUs and Interconnection Security Agreements between SRS contractors, DOE-SR and DOE HQ for any necessary computing services. Parties will accept the responsibility for adhering to DOE Directives, National Policy and OMB guidance.
- (5) Provide DOE access to the Contractor's local systems, applications, and databases as necessary to support DOE's contractor oversight efforts.

For Cyber Security Support, the Contractor shall:

- (1) Execute this Contract in accordance with OMB Circulars A-11 & A-130, including associated memoranda.
- (2) Manage information management and cyber security in accordance with related laws, regulations, requirements, and standards (e.g., 10 Code of Federal Regulations (CFR); Part 300, *Manual of Regulations and Procedures for Federal Radio Frequency Management*, and other key) 1004 et seq.; 36 CFR Chap. XII Subchapter B et seq.; 41 CFR 102 et seq.; 6 United States Code (USC) 6 et seq.; 29 USC 16, Subchapter V, 794 (d) et seq.; 40 USC Subtitle III et seq., related Executive Orders, OMB Circulars and Memorandums).
- (3) Ensure necessary Federal Information System Management Act (FISMA) systems achieve and maintain a full active Certification and Accreditation (C&A) to support an ongoing Authorization to Operate (ATO) for the life of the systems from the SRS Authorizing Official (AO) pursuant to related regulations. Related program elements shall be implemented and approved via active coordination with the Authorizing Official Designated Representative (AODR).
- (4) Rely on related Federal Information Processing Standards (FIPS) and the appropriate NIST special publications ~~that provide requirements~~, (SP) and ensure they are adhered to as the leading technical requirements. This includes DOE related directives, regulations, policies, and standards, and referenced in Section H clause entitled, "*Baseline Information Technology and Cyber Security Requirements and attachment J-2, "Requirements Sources and Implementing Documents."*
- (5) Support and implement applicable current initiatives by the Office of Management and Budget, the Cyber Security and Infrastructure Security Agency (CISA), and applicable Department of Homeland Security (DHS) directives
- (6) Implement applicable "binding operational directives" and "emergency directives," which require action on the part of Federal agencies and their contractors to adhere to the Binding Operational Directives (BOD).

- (7) Support the information gathering and reporting for data calls in a timely and accurate manner and within the due date specified by the requesting organization.
- (8) Implement a Cyber Security Program that ensures adequate protection of DOE's IMCC system operations, identifies threats and vulnerabilities, assesses overall risk to systems, provides incident response and system logging and mitigates those risks based on sound cyber security practices and the Risk Management Framework. The Cyber Security Program shall be developed in accordance with current applicable DOE Orders (DOE O 205.1, *Department of Energy Cyber Security Program*) and guidance, National Institute of Standards and Technology (NIST) guidance, and other government regulations. In addition, the contractor shall:
- (a) Provide a centralized Cyber Security Program, integrated with other SRS capabilities in support of the IMCC missions to include a contractor assurance system, which reports related critical metrics to DOE.
  - (b) Collaborate with DOE-HQ, EM Program Office, and other SRS contractors to ensure compliance with DOE requirements is maintained and that DOE requirements are implemented consistent with the overall Cyber Security Program supporting the SRS.
  - (c) Notify DOE Cyber Security Officials of the discovery of cyber security incidents per DOE requirements. This includes providing a detailed, unredacted, and current accounting of the incident(s) or violation(s) to DOE Cyber Security Officials, including the AODR upon request.
  - (d) Collaborate and exchange information with the counterintelligence office as well as the integrated Joint Cybersecurity Coordination Center (iJC3) to facilitate a cooperative risk picture, including but not limited to cyber events, supply chain threats and incident reporting through resolution.
  - (e) Identify an Information Systems Security Officer (ISSO) to conduct the cyber security program. Upon identification, the ISSO must meet the requirements for appointment by their respective federal Information Systems Security Manager (ISSM).
  - (f) Coordinate cyber security matters with the DOE AODR as required and to facilitate resolution of security issues and incident reporting.
  - (g) Implement a robust Operational Technology (OT)/Industrial Control Systems (ICS) environment in accordance with NIST 800-82 Rev. 2 that will feed information into the Business Impact Analysis (BIA) process. The contractor shall extend and integrate IT practices, programs, procedures, and requirements (engineering, configuration management, governance, architecture, and cybersecurity) into its OT/ICS. Implement a sound Supply Chain risk management program for information systems based on NIST 800-161.
  - (h) Maintain a cyber security program continuous monitoring program to ensure the approved cyber security posture is maintained based on NIST 800-137 and 800-53.
  - (i) Maintain current system security plans and risk assessment documentation and provide DOE required system assessments based on NIST 800-53, 800-37 Rev. 2, and 800-30 Rev. 1.

### **C.8.1.1 Additional Network Access Guidelines**

#### **The Contractor Shall:**

- (1) Provide network capability and may negotiate Network Access with the SRS Operations Contractor for IT services if located within SRS facilities or off-site. If Contractor is located offsite from the SRS, the Contractor will incur installation and all related connectivity costs. If Contractor is onsite, the SRS Operations Contractor provides and maintains basic data service to the existing data jacks within the protected network based on the number and location of connections in service at the time of turnover in accordance with negotiated or established rates. Costs associated with minor moves and relocations within existing IMCC facilities may be provided by the SRS Operations Contractor at established rates.
- (2) Comply with the SRS cyber security requirements and processes if utilizing the SRS Network known as SRSNet.
  - (a) The SRS Operations Contractor may provide some IT-related technical services and associated engineering with any potential negotiated costs to the Contractor.
  - (b) The Contractor shall reimburse the SRS Operations Contractor for licensing and support costs as applicable via the necessary Interface Agreement. All Contractor equipment connected to the SRSNet shall meet SRS computer architecture requirements to ensure continued network integrity.
  - (c) Services provided by DOE-HQ IT services, such as connectivity to DOENet supporting Entrust will be provided by the SRS Operations Contractor. The Contractor shall reimburse the SRS Operations Contractor.

#### **C.8.1.1.1 DMZ Computer Operations**

The SRS Operations Contractor may provide logical “de-militarized zone” (DMZ) space.



The Contractor Shall:

- (1) Follow cyber security rules and change control processes for systems residing in the DMZ as per the referenced requirements.
- (2) Self-supply network servers or negotiate for services from the SRS Operations Contractor.
- (3) Self-supply business management, e-mail, and work control systems, as desired.
- (4) Provide remote access to allow the DOE access to information, within the scope of this contract, within the Contractor's firewall.

**C.8.1.1.2 Government-Furnished and Other Available Software**

The Contractor will be provided access to the software systems listed in Section J, Attachment J-8, *Government-Furnished Services and Information*, and other software systems as may be necessary to coordinate information exchange with customers and interface partners.

The Contractor shall—:

- (1) Where applicable, use the software systems listed in Section J, Attachment J-8, *Government-Furnished Services and Information*. The Contractor is not responsible for any updates of listed software except where noted;
- (2) Identify software development needs to the attention of the Governance Advisory Board per Section J, Attachment J-3, *Savannah River Site Services and Interface Requirements* Matrix;
- (3) Provide any additional databases and software programs deemed necessary to manage staff training requirements, facility equipment, analytical data, compliance with environmental regulations, and protection of the safety and health of its employees, in accordance with the strategic planning and governance provided above; and
- (4) Ensure that all software meet the QA Requirements of their software QAP.

**C.8.2 Government-Furnished Services and Information**

The Contractor will be provided with some programs and services to accomplish its mission. A detailed listing of services and information is given in Section J, Attachment J-8 *Government-Furnished Services and Information*.

DOE is committed to providing effective support to the Contractor throughout the period of Contract performance, and the Contractor may request that DOE consider providing additional GFS/I. To manage the GFS/I furnished under this Contract and to evaluate the additional GFS/I that may be required by the Contractor, the Contractor shall submit for DOE approval—:



- (1) GFS/I Request: Twelve month advance projection of GFS/I to be furnished under the Contract and additional Contractor-requested GFS/I, prior to each FY, for DOE approval; and
- (2) GFS/I Request - Update quarterly update to the projection of GFS/I to be furnished under the Contract and additional Contractor-requested GFS/I, prior to each quarter, for DOE approval.

DOE will review the 12 month and quarterly advance projections. If DOE can support the additional Contractor-requested GFS/I, DOE will notify the Contractor within 30 days that the additional Contractor-requested GFS/I can be provided; and will provide the Contractor details regarding DOE action(s). The supported GFS/I will be added to Section J, Attachment J-8, *Government-Furnished Services and Information*, by Contract modification. If DOE cannot support a Contractor request, DOE will notify the Contractor within 30 days that the requested GFS/I cannot be provided, and there will be no DOE commitment to the Contractor to furnish the GFS/I.

For the additional Contractor-requested GFS/I, DOE will use its best efforts to meet these requests; however, in the event that DOE is unable, for any reason, to provide the Contractor with its requested additional GFS/I, the Contractor remains fully and solely responsible for obtaining the needed services and/or information in a timely manner and without any further recourse against DOE.

## C.9 Records

Records Management is a key component of documenting the ~~Savannah River Site's~~SRS's legacy, compliance, cleanup progress, and decisions. The Contractor shall maintain and manage records to ensure adequate and proper documentation of work accomplishments and document DOE stewardship of federal responsibilities and funds. The scope includes developing a strategy for lifecycle management of records, including inventory and schedule management, vital records, restoration, preservation for litigation actions, major collection management, and long-term records storage. Conduct Records Management in accordance with 44 USC Chapters 21, 29, 31, 33, and 35; 36 CFR, Subchapter B (Chapter XII), *Records Management*; the current DOE O 243.1 entitled, Records Management Program and ~~Vital Records Orders in Section J, Attachment J-2, Requirement Sources and Implementing Documents~~, and any other DOE requirements as directed by the CO. These functions include, but are not limited to: Tasks associated with creation/receipt, maintenance, storage/preservation, protecting, scheduling, indexing, and dispositioning active and inactive records; Retrieving records from on and offsite storage facilities; and Supporting new and ongoing Freedom of Information Act (FOIA), Privacy Act, Energy Employees Occupational Illness Compensation Program Act, Former Worker Medical Screening Program, Chronic Beryllium Disease Prevention Program, congressional inquiries, litigation holds, and legal discovery requests to ensure that records in Electronic Information Systems can provide adequate and proper documentation for as long as the information is needed.

The Contractor shall:

- (1) Ensure records generated in the performance of the Contract containing personal information routinely retrieved by name or other personal identifier are classified and

maintained in Privacy Act System of Records (SOR) in accordance with FAR 52.224-2, *Privacy Act (Apr. 1984)* and DOE O 206.1, *Department of Energy Privacy Program*;

- (2) Preserve and disposition records in accordance with National Archives and Records; Administration-approved records disposition schedules. (Note: Records retention standards are applicable for the classes of records described therein, whether the records are owned by the Government or the Contractor [DEAR 970.5204-3]); and
- (3) Prepare/revise, submit for DOE approval, and execute an approved Records Management Plan, which addresses at a minimum, Records Disposition Plan, Vital Records Program Plan, Vital Records Update, and Records Management Close-out Plan consistent with records management regulations.

All records (see 44 USC 3301 for statutory definition of a record) acquired or generated by the Contractor in performance of this Contract, except for those defined as Contractor-owned (see Section I, DEAR 970.5204-3, *Access to and Ownership of Records*) and including, but not limited to, records from a predecessor contractor (if applicable) and records described by the Contract as being maintained in Privacy Act SORs shall be the property of the Government.

### C.9.1 Electronic Records Management System

The only certified Electronic Records Management System on the ~~Savannah River Site~~SRS is the Electronic Document Workflow System (EDWS) based on the OpenText content server product, administered and maintained by the ~~M&O contractor~~SRS Operations Contractor.

~~EDMS~~EDWS shall be used as the repository for electronic records unless a replacement system is implemented.

The Contractor shall develop and implement a plan, subject to approval by DOE, to manage the Contractor's records in EDMS~~EDWS~~.

### ~~C.9.2 Other Information Management J-3 Services~~

~~The Contractor shall —~~

- ~~(a) Acquire services necessary for mission performance in accordance with the Savannah River Site Services and Interface Requirements Matrix (Attachment J-3).~~
- ~~(b) Regarding software engineering and development, bring software development needs to the attention of the Contractor Officer as found in the Interface Requirements Matrix (Attachment J-3).~~

### C.10 Contractor Assurance System

The Contractor shall:

- (1) Develop and implement an effective CAS that complies with DOE O 226.1, *Implementation of Department of Energy Oversight Policy*.

(2) Utilize the existing SRS issues management system Site Tracking, Analysis, and Reporting (STAR) system. If the contractor deems another system is appropriate for issues tracking, develop a business case for DOE approval to move to another system.

### Supplemental Information

The CAS covers the full scope of contractor operations and is applied to all operating and business functions, including systems for the protection of the worker, public, environment, property, business, and financial matters.

~~(a) The Contractor shall—~~

- ~~(1) Develop and implement an effective CAS that complies with DOE O 226.1, Implementation of Department of Energy Oversight Policy.~~
- ~~(2) Participate in the CAS Forum for the purposes of: development, approval and maintenance of the Site Wide Assurance Systems Approach Document for the purpose of identifying and describing approaches; benchmarking best practices; consolidating contractor feedback, and managing workflow configuration alignment among DOE, M&O contractor, and other participating prime contractors.~~
- ~~(3) Develop and implement appropriate workflow applications using the M&O contractor-provided software.~~
- ~~(4) Develop and submit an implementation plan to DOE that aligns CAS elements and implementing procedures with the Site Wide Assurance Systems Approach Document and, M&O contractor-provided software. Full implementation shall occur within 180 days of NTP.~~

## **C.10.1 Requirements Management Program**

The Contractor shall—

~~Develop~~ develop, document, and implement an effective requirements management system that establishes and maintains an adequate requirements dataset and provides bi-directional traceability; and.

~~(a) Participate in the requirements management forum.~~

## **C.11 Safeguards, Security and Emergency Services**

### **C.11.1 Safeguards and Security (S&S) Program**

The Contractor shall:

- (1) Coordinate and interface with the SRS Operations Contractor and obtain all S&S Services (with the exception of Protective Force which is provided by the Site Protective Force Contractor – a prime contract to DOE) from the ~~M&O contractor~~ utilizing a SRS Operations Contractor.

- (2) Execute Functional and Service Agreement-Level Agreements in coordination with the SRS Operations Contractor in applicable S&S Program areas.

The Contractor shall perform the following S&S program management functions. Baseline services include but are not limited to, the following: utilize M&O

#### **C.11.1.1 Program Planning and Management**

The Contractor shall coordinate with the SRS Operations Contractor to establish a S&S planning approach that will provide facilities and sites with a consistent method for identifying, developing and documenting sound risk mitigation strategies and implementing an effective S&S system in the Contractor's facilities. The Contractor shall provide the SRS Operations Contractor technical, cost, and schedule performance information.

##### **C.11.1.1.1 S&S Training**

The Contractor shall:

- (1) Identify S&S training needs for IMCC staff (initial, refresher, and on-the-job) consistent with the knowledge and skills required to perform assigned S&S tasks and/or responsibilities as determined by valid and complete job analyses.
- (2) Arrange, fund, and schedule training in accordance with applicable requirements.
- (3) Develop an IMCC S&S Annual Training Plan that includes all S&S awareness activities based on the IMCC S&S responsibilities and interests.
- (4) Ensure S&S personnel are trained to a level of proficiency and competence that ensures they are qualified to perform assigned S&S tasks and/or responsibilities.
- (5) Ensure continuing training is provided to maintain job proficiency.

##### **C.11.1.1.2 S&S Plans**

The Contractor shall coordinate with the SRS Operations Contractor to:

- (1) Implement S&S actions, procedures, and/or processes as assigned by DOE to comply with DOE design basis threat (DBT) requirements. The Contractor shall coordinate DBT implementation actions and/or plans with the SRS Operations (Interface responsible for vulnerability analysis and DBT) which will be reviewed and approved by DOE.
- (2) Provide the necessary operational and technical expertise in support of the SRS Operations Contractor in the preparation of vulnerability assessments, security analyses, and special S&S studies and evaluations as identified by the SRS Operations Contractor for the SRS.
- (3) Provide information to the SRS Operations Contractor, which includes Site-specific assets and security interests, in support of maintaining the SRS Safeguards and Security Plan and other S&S plans. The Contractor shall comply with the SRS Safeguards and Security Plan and other applicable approved S&S Plans.
- (4) Ensure all facilities at IMCC have a security plan that reflects the assets, security interests, approved S&S program implementation at that location, and any residual risks associated with operation under the security plan.

- (5) Ensure S&S plans for IMCC facilities are supported by security risk assessments which include, as applicable: qualitative and quantitative simulations; force-on-force system performance tests and other applicable performance tests; and expert analyses used in combination to establish the requirements for specific security measures and equipment, the effectiveness of the proposed security posture, and the consequences of loss or unauthorized access or use of the security assets present.

Under Equivalencies and Exemptions, the Contractor shall:

- (1) Coordinate with the SRS Operations Contractor to submit equivalencies and exemptions to DOE. Equivalencies and exemptions requests shall be applicable and unique to the project/program scopes of work and submitted only when other means to meet requirements would not meet DOE S&S program objectives.
- (2) Ensure equivalencies or exemptions from DOE S&S Policy requirements are documented, are supported by sufficient analysis to form the basis for an informed risk management decision and identify compensatory measures or alternative controls to be implemented.

#### **C.11.1.1.3 Security Conditions**

The Contractor shall coordinate with the SRS Operations Contractor to establish plans which conform to and comply with the DOE security conditions system, protective measure requirements implemented in the event of a crisis or emergency and/or in response to a malevolent or terrorist threat to any or all DOE facilities, assets, and personnel.

#### **C.11.1.1.4 Surveys, Reviews, Self-Assessments, and Corrective Actions**

The Contractor shall:

- (1) Provide operational and technical expertise, when requested, to support S&S surveys, reviews, assessments, and/or S&S performance tests conducted by DOE for S&S program elements.
- (2) Coordinate with the SRS Operations Contractor to conduct self-assessments at all IMCC facilities as part of an assurance system that: provides evidence that work is being performed safely, securely, and in compliance with all S&S requirements; risks are being identified and managed; and that the systems of control are effective and efficient.
- (3) Identify, implement, and close corrective actions for IMCC deficiencies in accordance with the S&S corrective action management programs and applicable DOE requirements.
- (4) Input information into various S&S tracking databases for findings identified in self-assessments, DOE periodic S&S surveys, and by other outside sources in the S&S Program.

#### **C.11.1.1.5 Performance Assurance Program**

The Contractor shall coordinate with the SRS Operations Contractor to:

- (1) The Contractor shall provide information to the SRS Operations Contractor to support preparation of the SRS Performance Assurance Program Plan (PAP) as part of the SRS Site Safeguards and Security Plan.

- (2) Perform operability and effectiveness testing of any elements in the SRS Operations PAP to validate performance against established requirements for reliability, operability, readiness, and performance prior to and during operational use.

**C.11.1.1.6 Incidents of Security Concern**

The Contractor shall coordinate with the SRS Operations Contractor to:

- (1) Provide information and facility access to the SRS Operations Contractor for investigation of security incidents.
- (2) Develop and implement corrective actions.
- (3) Provide a qualified individual to act as an Inquiry Official for the IMCC Contractor, if required.

**C.11.1.1.7 Foreign Ownership, Control or Influence (FOCI) and Facility Clearance (FCL) and Registration**

The Contractor shall:

- (1) Submit all required information to DOE-SR for FOCI and FCL and registration actions.
- (2) Ensure that IMCC Contractor and subcontractor personnel do not have access to classified information/material and or special nuclear material until a FCL has been granted.
- (3) Report any changes to FOCI or facility clearance information upon discovery to the DOE-SR.
- (4) Ensure subcontractors are eligible for access to and meet the requirements to possess and secure classified information/matter or SNM and, as applicable, to protect other assets and conduct other security activities on behalf of DOE.
- (5) Ensure subcontractors provide all required information to support FOCI determinations to DOE-SR.
- (6) Coordinate with DOE-SR to establishes and maintain subcontractor FCLs by providing updated information to facilitate timely registering, updating, suspending, reinstating, and terminating FCLs and related security activities.
- (7) Ensure DOE and National S&S policy requirements are included in subcontracts, as applicable.

**C.11.2 Protective Force**

The Contractor shall:

- (1) Obtain all Protective Force services from the SRS Protective Force Contractor through the DOE-SR.



- (2) Support and integrate operational/business activities in conjunction the SRS Protective Forces in use at SRS for the physical protection of SNM, classified materials, industrial assets, and mitigation and deterrence of radiological and toxicological sabotage events.

Supplemental Information

The DOE-SR has a prime contractor that provides Protective Forces (e.g., armed personnel, specialized equipment, and tactical procedures) to protect DOE assets, including people and property on the SRS. The Protective Force contractor ~~policies, procedures and manuals~~ is responsible for the protective force activities; however, many areas (e.g., information about the facility, reporting about events in the facility and access to the facility) of facility operations management that will require cooperation and/or support from the IMCC Contractor.

**C.11.3 Physical Protection**

**C.11.3.1 Physical Security and Access Control**

Under Physical Security, the Contractor shall:

- (1) Support the SRS Operations Contractor in developing or updating facility asset protection agreements for IMCC facilities, and conduct operations consistent with the agreements.
- (2) Submit through the SRS Operations Contractor for DOE review and approval any S&S arrangements or changes prior to operations commencing, or changing operations, or configurations that might alter the performance of existing S&S systems (e.g., limited/protected area boundaries, physical security configurations and associated hardware [sensors/cameras], patrol coverage and responses, safeguards methods or boundaries, and entry/access control systems/procedures).

Under Access Control, the Contractor shall coordinate with the SRS Operations Contractor to ensure ~~compliant execution of the S&S~~ following requirements are met at IMCC Contractor facilities, as applicable:

- (1) Ensure that access controls are in place to ensure only appropriately cleared and authorized personnel are permitted.
- (2) Ensure an entry and exit screening/ inspection program ~~in order to promote consistency~~ is implemented at security area boundaries, as required, to detect prohibited and controlled articles before being brought into DOE facilities.
- (3) Ensure signs are posted to convey information on the prohibited and controlled articles; the inspection of vehicles, packages, hand carried items, and persons entering or exiting the security area; the use of video surveillance equipment; and trespassing (see 42 U.S.C. Section 2278a).
- (4) Implement and comply with the SRS Locks and Keys Program which protects, controls, and accounts for S&S locks and keys.



- (5) Comply with the SRS Prohibited and Controlled Articles program which defines articles that may not be introduced in SRS security areas and the process for introducing such articles.

#### **C.11.3.2 Intrusion Detection and Assessment Systems and Barriers**

The Contractor shall coordinate with the SRS Operations Contractor to ensure the following requirements are met at Contractor facilities, as applicable:

- (1) Ensure IDAS systems are configured to protect classified matter, Government property, and SNM and implemented to detect breaches of security barriers or boundaries so appropriate response actions may be initiated.
- (2) Ensure security related subsystems and components are maintained in operable condition.
- (3) Ensure a regularly scheduled testing and maintenance program is established and documented.
- (4) Ensure barriers such as fences, walls, and doors or activated barriers serve as the physical demarcation of the security area and are used to deter and delay unauthorized access.

#### **C.11.3.3 Communications**

The Contractor shall coordinate with the SRS Operations Contractor to ensure the following requirements are met at Contractor facilities, as applicable:

- (1) Ensure S&S communications equipment is provided to facilitate reliable information exchanges between protective force personnel.
- (2) Ensure security system transmission lines and data are protected in a graded manner from tampering and substitution.
- (3) Ensure primary and auxiliary electrical power supply elements are protected from malicious physical attacks.
- (4) Ensure lighting systems enable detection and assessment of unauthorized persons.
- (5) Ensure S&S alarm management and control systems comply with DOE Policy requirements regarding annunciation, redundancy, and monitoring.

#### **C.11.4 Information Security**

The Contractor shall:

Ensure that appropriate resources are applied, and processes are developed to integrate and comply with the SRS Safeguards and Security Plan and DOE requirements for the identification and protection of sensitive and classified information and matter. The scope shall include, but is not limited to, Controlled Unclassified Information (CUI) (e.g., Official Use Only [OUO]), Unclassified Controlled Nuclear Information (UCNI), Classified Matter Protection and Control (CMPC), Classified, Operations Security (OPSEC) and Technical Security (TSCM).

#### **C.11.4.1 Basic Requirements – Controlled Unclassified Information**

The Contractor shall:

- (1) Develop and implement plans and procedures to integrate and comply with the SRS Sitewide CUI program for the identification and protection of sensitive information and matter.
- (2) Ensure that all sensitive information is protected and controlled commensurate with its classification level, category, and applicable caveats.
- (3) Ensure that information that will be released to the public has been approved in accordance with the SRS Operations Contractor SRS Release of Information process requirements.
- (4) Ensure that Contractor documents released to the public or assigned a formal document number and tracked in a document control system are reviewed for CUI, including documents released to the public that are not given a formal document number (e.g., presentations, notices, press releases, and information contained or posted on the internet).

#### **C.11.4.2 Classified Matter Protection and Control**

The Contractor shall coordinate with the SRS Operations Contractor to:

- (1) Develop and maintain a system of procedures, facilities, and equipment to identify, protect, and control classified matter that is being generated, received, transmitted, used, stored, reproduced, or destroyed in accordance with DOE directives.
- (2) Be responsible for asset protection reviews for facilities that contain classified matter.
- (3) Support security risk assessments and asset protection reviews for facilities that contain classified matter.
- (4) Maintain an updated list of security containers, locations, and custodians.
- (5) Approve copiers and shredders used in classified document reproduction or destruction.
- (6) Continuously reduce unneeded classified matter.
- (7) Investigate potential and actual compromises of classified information.
- (8) Ensure cleared personnel receive and complete CMPC training.

#### **C.11.4.3 Classification Program**

The Contractor shall coordinate with the SRS Operations Contractor to:

- (1) Develop and implement plans and procedures to integrate and comply with the DOE and SRS Operations Contractor's requirements for the identification and protection of classified information and matter.
- (2) Ensure all sensitive and classified information is protected and controlled commensurate with its classification level, category, and applicable caveats.

- (3) Conduct a 100 percent review of documents generated in a potentially classified subject so that information is appropriately classified, marked, disseminated, and stored.
- (4) Coordinate the destruction of classified records.
- (5) Ensure that its management, as well as other onsite Contractor management, is informed of potentially classified subject areas, and inform its employees of sensitive and potentially classified topical areas.
- (6) Ensure that appropriate classification guidance is available to Contractor facilities that are potential generators of classified information.
- (7) Ensure that a sufficient number of Derivative Classifiers and Reviewing Officials are appointed, approved (by the SRS Operations Contractor's Classification Officer), and trained to support the Contractor's facilities and mission areas.
- (8) Maintain statistical data regarding: Documents generated; Documents destroyed; Document received; and Documents transmitted.
- (9) Provide for receipt and storage of classified documents from SRS Operations Classified Document Control Center.

#### **C.11.4.4 Operations Security (OPSEC)**

The Contractor shall coordinate with the SRS Operations Contractor to:

- (1) Implement an OPSEC program to ensure that sensitive information is protected from compromise and unauthorized disclosure.
- (2) Participate in and support the Site OPSEC Working and Awareness groups and perform the necessary management and support functions required for an effective OPSEC program.
- (3) Annually review and update the Critical Information List to ensure it reflects current assets, threats, operations, and other relevant factors at IMCC Contractor facilities.
- (4) Conduct and support OPSEC assessments or reviews of IMCC Contractor facilities that have SNM or classified or sensitive information.
- (5) Ensure reviews of information for export control information (ECI), applied technology (AT), and other CUI.
- (6) Assist the SRS Operations Contractor and/or DOE-SR in the development of indicators and countermeasures and the critical information list.

#### **C.11.4.5 Technical Security**

The Contractor shall coordinate with the SRS Operations Contractor to:

- (1) Appoint a TSCM officer supporting the Contractor's IMCC facilities, as required. The TSCM officer also interfaces with the federal TSCM Operations Manager to coordinate the Contractor's TSCM program.
- (2) Identify Contractor facilities that require TSCM services to support processing of classified information and coordinate TSCM services with the target facility and DOE.
- (3) Comply with the Site procedures and policies regarding activities involving Communications Security, protected distribution systems, and TEMPEST/Transmission Security programs of Telecommunications Security.
- (4) The Contractor shall comply with the SRS Operations Contractor's site procedures and policies regarding activities involving Communications Security, protected distribution systems, and TEMPEST/Transmission Security programs of Telecommunications Security.

### **C.11.5 Personnel Security**

#### **C.11.5.1 Badging and Access Authorization (Clearance) Processing**

The Contractor shall coordinate with DOE-SR and the SRS Operations Contractor to:

- (1) Comply with the SRS badging and access control program.
- (2) Support the badging and personnel security clearance process by providing the necessary information to DOE-SR for downgrading and terminating clearances, as required.
- (3) Coordinate and support SRS Operations processes for obtaining security badges, proximity cards, etc. from terminating employees and removing such individuals from automated access control systems.

#### **Supplemental Information:**

The Personnel Security function for SRS involves processing requests for employee security clearances and non-cleared Homeland Security Presidential Directive (HSPD)-12 credentials, enrollment, and maintenance of employees in the Human Reliability Program (HRP), and foreign nationals for visits and assignments. The SRS Operations Contractor manages and conducts a centralized Personnel Security program for the SRS on behalf of DOE.

#### **C.11.5.2 Classified Visits**

The Contractor shall:

- (1) Submit required information for classified visits to DOE-SR and the SRS Operations Contractor and comply with the requirements of the approved Site Security Plan managed by the SRS Operations Contractor.
- (2) Comply with the SRS Operations Contractor's Classified Visits procedures which shall ensure that only persons with the appropriate access authorizations and need-to-know receive access to classified information or matter in connection with visits involving the release or exchange of classified information or matter.

### **C.11.5.3 S&S Awareness**

The Contractor shall coordinate with the SRS Operations Contractor to:

- (1) Implement a Security Awareness Program in the Contractor's facilities.
- (2) Maintain awareness of Site-wide security issues/topics and incorporate them into the Contractor's internal practices and procedures.
- ~~(1)(3) Conduct supplementary S&S awareness activities and/or briefings (e.g., at staff and safety meetings across the site and help to ensure safety, security, and cost effectiveness~~Site) in coordination with Site-wide policies.
- (4) Ensure that IMCC Contractor's staff complete all required awareness briefings, to included initial, comprehensive, annual, and termination briefings.

### **C.11.5.4 Unclassified Foreign National Visits and Assignments (FNVA)**

The Contractor shall coordinate with DOE-SR and the SRS Operations Contractor to:

- (1) Conduct FNVA in compliance with approved security plans.
- (2) Notify DOE-SR and the SRS Operations Contractor of potential foreign visitors or employees  
Require Foreign National Visits and Assignments (FNVA) training for Contractor personnel who host FNVAs.
- (3) Submit a list of authorized delegates with authority to approve unclassified foreign visits and assignments.
- (4) Prepare and submit security plans to DOE-SR for foreign national visitors to the Site before approval of the visit/assignment.

### **C.11.5.5 Foreign Travel**

The Contractor shall:

- (1) Comply with the DOE-SR requirements for Official Foreign Travel.
- (2) Submit projections of potential foreign travel.
- (3) Submit all official foreign travel request packages to DOE for review and subsequent submittal to DOE-HQ for approval in accordance with established timeframes, prior to any official foreign travel.

~~(a) C.11.6 Baseline services include but are not limited to, the following:~~

- ~~(1) Program Planning and Management~~
- ~~(2) Physical Protection Systems~~

### **Material Control and Accountability**

- ~~(3) Information Security~~

~~(4) Personnel Security~~

~~(5) Cyber Security~~

~~(b) Protective Force services shall be obtained from the Savannah River Site Protective Force Contractor through the DOE Savannah River Operations Office.~~

The Contractor shall:

- (1) Ensure appropriate resources and qualified personnel are available and comply with the SRS EM Facilities MC&A Plan and applicable DOE requirements for the control and accountability of accountable nuclear material (i.e., Other, Source, and SNM) in Contractor facilities.
- (2) Implement controls appropriate for the nuclear material attractiveness and quantities as described in DOE requirements.

### **C.11.7 Emergency Management Program**

The Contractor shall ~~obtain all~~:

- (1) Establish and maintain an emergency management program that complies with the emergency management core program requirements in DOE O 151.1. The Contractor's Emergency Management ~~Services from the M&O contractor utilizing a Functional Service Agreement.~~ The Program shall be consistent with DOE requirements and the centralized SRS Operations Contractor's EP Program. The SRS Operations Contractor's EP program establishes processes and instructions for all Contractor shall utilize M&O contractor policies, procedures and manuals to ensure compliant execution of the Site wide EP activities. Because of the potential for the IMCC Contractor to become the event contractor, the IMCC Contractor shall maintain a 24 hours per day, 7 days per week capability to staff the required facility specific emergency response organization positions within 60 minutes of receipt of notification from the Occurrence Notification Center. The IMCC Emergency Management program in order to promote consistency across the site and help shall be coordinated with the SRS Operations Contractor who has overall responsibility for integrating Site emergencies.
- ~~(1)(2)~~ Designate an individual to ensure safety, security, and cost effectiveness administer the Emergency Management Program and coordinate with the SRS Operations Contractor.
- (3) Develop an Emergency Readiness Assurance Plan (ERAP) and coordinate this plan with the SRS Operations Contractor. The IMCC ERAP should be coordinated with the SRS Operations Contractor's Emergency Management Plan.
- (4) The SRS Operations Contractor

Baseline services include but are not limited to, the following:

- (a) Savannah River Site Operations Center (SRSOC) operations;

- ~~(b) SRS Fire Department;~~
- ~~(c) Emergency Response Organization, including facilities and equipment;~~
- ~~(d) Facility emergency preparedness programs; and,~~
- ~~(e) Site and facility-level drills/exercises and assessments;~~

~~(1) Training.~~

### **~~C.11.2 CYBER Security~~**

~~(a) The Contractor shall obtain all Cyber Security Services from the M&O contractor utilizing a Functional Service Agreement. The Contractor shall utilize M&O contractor policies, procedures and manuals to ensure compliant execution of the Cyber Security program in order to promote consistency across the site and help to ensure safety, security, and cost effectiveness.~~

~~(b) Baseline services include but are not limited to, the following:~~

- ~~(5) Provide support and information as requested by the SRS Operations Contractor and DOE-SR for development of Emergency Management / Preparedness programs.~~
- ~~(6) Participate in the SRS Operations Contractors Emergency Preparedness Training drills and exercises as requested.~~
- ~~(7) Support facility access to fire services personnel and notify the SRS Operations Contractor of work activities, events, and incidents that may require Fire Services involvement and/or response (e.g., medical assistance, hazardous or radiological emergency help, etc.).~~

### **~~Supplemental Information Security~~**

- ~~(1) Classification Program~~
- ~~(2) Classified Matter Protection and Control (CMPC)~~
- ~~(3) Controlled Unclassified Information (CUI)~~
- ~~(4) Unclassified Controlled Nuclear Information (UCNI)~~

SRS Operations Contractor establishes and maintains a centralized Emergency Operations Program and the SRS Sitewide Emergency Preparedness (EP) Program for the SRS on behalf of DOE-SR. The EP Program is responsible for the SRSOC, develops and maintains emergency plans and procedures, performs hazard surveys and assessments, reviews hazard assessments for all facilities at SRS, and supports SRS Sitewide EP training and drills.

### **C.12 External Affairs**

The Contractor shall establish and maintain an External Affairs/Public Affairs program that provides: timely responses to requests for information and assistance; proactive outreach to keep



the media and other external constituencies informed about work under the Contract; effective social media; and integrated and effective Site tour planning.

External Affairs includes information and involvement programs to reach and respond to diverse external parties interested in the ~~Savannah River Site~~SRS (e.g., stakeholders, news media, elected officials and their staffs, local community officials, and the public) with the status, challenges, and objectives of the cleanup work.

For external constituencies, the Contractor shall anticipate specific areas of concern, interest, or controversy and employ communication strategies that inform and ensure close coordination with DOE communications personnel throughout. DOE retains the primary role in directing the timing, substance and form of public information and must approve products and outreach.

The Contractor shall—:

- (1) Submit an External Affairs/Internal Communications Program Description for DOE approval that provides a comprehensive description of the External Affairs Program, staffing, products, and services with an emphasis on innovative approaches to communications.
- (2) Submit responses to information requested by DOE in compliance with FOIA and Privacy Act requirements.
- (3) Develop, plan, and coordinate proactive approaches to dissemination of timely information regarding DOE activities, with an emphasis on innovative approaches to communications. The Contractor shall implement this responsibility through coordination with DOE in such a manner that the public, whether it is the media, citizens' groups, private citizens or local, state or federal government officials, has a clear understanding of DOE activities at the Site.
- (4) Participate in and attend citizen advisory board activities in support of DOE and specific to scope of overall Contract work.
- (5) Provide strategy and resources for required public comment and outreach processes related to upcoming decision making (e.g., NEPA and CERCLA).
- (6) Participate in tour planning and preparation; and make facilities and personnel available as requested by DOE. Visits to the project sites shall be part of ongoing communication and outreach activities.
- (7) Provide DOE SR External Affairs and the SRS Operations Contractor with current information related to the Contract scope to maintain the external SRS Website.
- (8) Provide ongoing support to DOE in the preparation of communication materials such as presentations, fact sheets, specialized graphics and charts, large posters, up-to-date photography, video and audio clips, and stories for internal and/or external publication.

- (9) Coordinate internal employee communication products through DOE for review and approval if they are related to issues/incidents that have the potential to garner external media and stakeholder interest.
- (10) Receive DOE approval prior to externally releasing information related to the Site.

These interfaces shall be in coordination with DOE: media, members of the U.S. Congress and their staff, stakeholders and local government.

### C.12.1 External Review and Support

The Contractor shall provide support to DOE in hosting the Defense Nuclear Facilities Safety Board, GAO, Office of Inspector General, and other Government and DOE oversight staff from auditing and assessing organizations, providing required presentations, preparing DOE responses, responding to information requests, and by providing required Subject Matter Experts to respond to questions and information requests.

The Contractor shall—:

- (1) Provide access to work areas, personnel, and information, as necessary; and
- (2) In coordination with DOE audit liaisons, provide support during audits and assessments, including delivering information within a specified time, arranging briefings, preparing presentation materials, maintaining a record of documents provided in response to requests.

### C.13 Savannah River Site Interface Management

~~(a) The Contractor shall establish and maintain an interface management function in coordination with other Site contractors to collaborate and work cooperatively to improve mutual understanding and seek resolutions in the best interest of the Government and the Site's mission.~~

Interface Management is a key Savannah River Site function for the effective and efficient delivery of services between multiple Site contractors. It is also an integral part of resolving issues involving various Site operations activities among contractors on the Site, promoting efficient mission accomplishment for EM and NNSA and ensuring Site policies and procedures are integrated to promote mission success. Interface management success is defined by the results that stem from two or more organizations working together to develop solutions within the parameters of their contracts. The role of ~~Interface Management~~interface management is to exchange services and solve issues in the best interest of the Government at the lowest level possible in the respective organizations.

The Contractor shall ~~initially~~:

- (a) Establish and maintain an Interface Management function in coordination with other Site contractors and work cooperatively to improve mutual understanding and seek resolutions in the best interest of the government and the SRS.

(b) Initially adopt existing interface agreements and then appropriately document, execute, and manage interfaces and agreements made with other Contractors, DOE, and other ~~site~~Site users in accordance with ~~the~~Section J, Attachment J-3, *Savannah River Site Services and Interface Requirements Matrix (Attachment J-3)*, and the Section H Clause entitled, ~~Contractor Site Services and Interface with Other Contractors and/or Government Employees~~*Requirements Matrix*, and other documented interfaces. Changes to those agreements, processes, and work schedules, as related to interface management, shall be executed per this PWS and Section H Clause entitled, ~~Contractor Interface with Other Contractors and/or Government Employees. Site Services and Interface Requirements Matrix~~. Changes to Section J, Attachment J-3, Savannah River Site Services and Interface Matrix shall be signed showing concurrence by the Contractor and other Site contractors.

~~(e) The Contractor shall —~~

(c) Participate in developing a the maintenance of the SRS Interface Management Plan by membership on the Contractor Interface Board (CIB).

(d) Appropriately document, execute, and manage interfaces and agreements made with other Site contractors, in accordance with Section J, Attachment J-3, Savannah River Site Services and Interface Matrix; Section H Clause entitled, Site Services and Interface Requirements Matrix; and other documented interfaces. Interface agreements shall detail the scope of the interface, including boundaries and constraints, standard and special service circumstances including but not limited to any nuclear safety, quality assurance and quality control, health, safety, Site access, schedule concerns, and/or environmental protection requirements.

(e) Work with other Site contractors in generating agreements in order to support working relationships.

(f) Generate new interface agreements as may be necessary during this contract to support IMCC operations.

(g) Work with other Site Contractors to develop service agreements with sufficient detail for DOE to determine whether the task is consistent with customer baselines and represents a reasonable use of resources.

(h) Provide input to the SRS Operations Contractor to support development and maintenance of the interface management processes and storage of the interface agreements. The SRS Operations Contractor will be responsible for housing all Service Level Agreements. The IMCC Contractor may retain a copy of Interface Agreements for internal use. The SRS Operations Contractor shall in conjunction with the Site Contractors shall develop a SRS Interface Governance Policy to be signed by all other Site contractors.

~~(1)~~ The policy shall—

~~(2)~~(1) ~~Outline~~ outline the interface management documents and business structure, including change control processes and hours supported by Section J, Attachment J-3 Savannah River Site Services and Interface Matrix, direct funded services; and,

~~(3)~~(2) Illustrate the different interface types and processes for managing the inter-contractor transactions, including Service Delivery Documents, Memorandums of Agreement, Administrative Interface Agreements.

~~(4) Provide input to DOE to support the development and maintenance of interface management processes and storage of the interface agreements.~~

~~Participate in the Sitewide Contractor Leadership Council~~

~~(i) Participate in a review of the SRS Services and Interface Matrix which shall be led by the SRS Operations Contractor with cooperation and participation of other Site Contractors within 6 months of completion of transition of the Site Operations Contractor. Proposed and agreed upon changes to the SRS Services and Interface Matrix shall be submitted by the Site Operations Contractor for incorporation into SRS contracts.~~

~~(j) At least yearly, review the interface agreements established during transition and propose any changes in the best interest of the Government, the Laboratory and Site mission activities. During the remainder of the Contract, review and propose changes as needed.~~

~~(d)~~(k) Participate in SRS Presidents Forum to improve overall delivery of effective accomplishment of the Site mission. The council is comprised of Site contractor presidents, with participation from DOE Field Offices' Representatives. Site contractors shall attempt to resolve interface issues prior to escalating an issue to DOE.

## **C.14 Business Performance Requirements**

The scope of this section includes activities such as Business Administration, Internal Audit, ECP, and other general performance requirements. The Contractor shall develop, implement, and maintain the required plans and actions in accordance with the laws, regulations, and DOE directives applicable to each of the scope areas described in this section and have optimized these services through an integrated planning approach.

### **C.14.1 Business Administration**

The Contractor shall establish and maintain cost-effective internal business administration that enables good business decisions, sufficient resources to manage the Contract activities, and a cooperative and (as appropriate) collaborative working relationship with the SRS stakeholders, and DOE.

The Contractor shall provide the management expertise, leadership, and business administration processes (e.g., administration of market-based employee benefits, independent oversight, legal) and systems (e.g., Finance/Accounting, Contracts/Procurement, and Human Resources) to perform Contract PWS requirements safely, securely, efficiently, and in a cost-effective manner.

#### **C.14.2 Internal Audit**

The Contractor shall establish and maintain an internal audit function that is fully compliant with applicable requirements.

The Contractor shall—:

- (1) Provide internal audit activities in accordance with the Section I Clause DEAR 970.5232-3 Alternate 19 II, *Accounts, Records, and Inspection*.
- (2) Conduct internal audits and examination of the records, operations, management systems and controls employed in programs and administrative areas, expenses, subcontractor costs and the transactions with respect to costs claimed to be allowable under Federal Acquisition Regulation (FAR) 30, Cost Accounting Standards Administration, and FAR 31, Contract Cost Principles and Procedures. Ensure the systems of controls employed are audited, documented, and satisfactory to the CO. Up to eight additional audit engagements shall be conducted based on risk analysis, including input from DOE or direction from the DOE CO. The results of such audits, including the working papers, shall be submitted or made available to the DOE CO, or a Contracting Officer's Representative or other designee. The Contractor shall include this requirement in cost-reimbursement subcontracts (time and materials, labor hour, cost plus for non-fixed price contracts) with an estimated cost exceeding \$5 million and expected to run for more than two years, and other cost-reimbursement subcontracts as determined by DOE.
- (3) Provide annual Subcontract Audit plans for CO approval which lists planned audits to be performed. The Contractor shall perform internal audits consistent with unmodified Institute of Internal Audit (IIA) Standards and external audits consistent with unmodified Generally Accepted Government Auditing Standards (GAGAS).
- (4) Provide annual Internal Audit plans for CO approval which lists planned audits to be performed. The Contractor shall perform internal audits consistent with IIA audit standards.
- (5) Provide to the CO annually, or at other intervals as directed by the CO, copies of the reports reflecting the status of recommendations resulting from management audits performed by its internal audit activity and any other audit organization.  
This requirement may be satisfied in part by the reports required under paragraph (i) of DEAR 970.5232-3, *Accounts, Records, and Inspection*.

### C.14.3 Employee Concerns Program

The Contractor shall establish and maintain an ECP that effectively addresses, resolves, and prevents recurrence of employees' concerns.

In addition, the Contractor shall establish and maintain an ECP that complies with CRD DOE O 442.~~4B~~1 entitled, *Department of Energy Employee Concerns Program*.

The Contractor shall—:

- ~~(1) Accept, for resolution, existing employee concerns unresolved at the close of the initial Contract transition period.~~
- ~~(2) Participate in the chartered Sitewide ECP committee.~~
- ~~(3)~~(1) Assist DOE in the resolution of employee concerns in a manner that protects the health and safety of both employees and the public and ensures effective operation of DOE-related activities under their jurisdiction.
- ~~(4)~~(2) Conduct an annual self-assessment to measure the effectiveness of the ECP and implement corrective actions, as necessary.
- ~~(5)~~(3) Provide timely notification to DOE of significant staff concerns or allegations of retaliation or harassment.

### C.14.4 Outgoing Contract Transition — Closeout Activities

~~(a)~~ The Contractor shall perform those activities that are necessary to ensure a smooth transition of the work scope to avoid disruptions that could under this contract to a successor contractor in a manner that (1) ensures that all work for which the Contractor is responsible for under this Contract is continued without disruption, and does not impact accomplishing the Savannah River SiteSRS mission.

At the completion; (2) provides for an orderly transfer of the Contract, or portion(s) of resources, responsibilities, and accountability from the Contract, the Contractor shall cooperate; (3) cooperates with DOE and assist the incoming contractor(s) to facilitate an overall effective and seamless Contract transition; and (4) provides for the ability of the Contractor to perform the work in an efficient, effective, and safe manner.

### C.15 — ~~Usage-Based Services to Be Provided to Other Site Contractors~~

~~The Contractor shall provide the services identified in the Site Services and Interface Requirements Matrix (Attachment J-3). Changes to the matrix shall be signed showing concurrence by the Contractor and other Site contractors.~~

The Contractor shall submit a Closeout Plan to include its approach to adequately closeout the Contract and/or Task Order activities. The Closeout Plan shall be submitted in accordance with this PWS and the



requisite Contract Deliverable in J-7 and/or deliverable as specified in the Task Order. The Closeout Plan shall also include a schedule of major activities and address as a minimum, but not limited to:

- Communication process among DOE, the Contractor, assigned subcontractors, incumbent employees, and the successor contractor and/or subcontractors;
- Identification of Closeout issues and milestones;
- Approach to minimizing impacts on continuity of operations;
- Transition of programs, plans and projects;
- Transition and/or modification of necessary permits, which shall include a list of permits and purpose;
- Transition of existing management and operating systems, plans, procedures, programs (e.g., Worker Safety and Health plan, QA plan, ISMS program, Occupational Radiation Protection Program, Waste Management Program, Records Management Program, etc.);
- Disposition of classified material (if any) and disposition of Government property and equipment, including special nuclear material;
- Transition of all Contract responsibilities, functions, and activities;
- Transition of all interface control documents; and, transition of any other documents or records that would be required for a successor contractor to adequately and efficiently perform;
- Identification of deliverables submitted and accepted to include Contractor date submitted, DOE acceptance date (if applicable) and status of any remaining open deliverables;
- Status of all requirements (complete and incomplete);
- Identification of all subcontracts along with status of each subcontract's settlement and final payment (for each subcontract identification whether final invoices have been paid, date of final payment, current status of settlement, and any other outstanding issues related to final settlement and payment of subcontracts);
- Status of all unallowable cost issues; other financial issues; outstanding audits; unresolved requests for equitable adjustments, and contract change proposals and claims (if any);
- Status of outstanding litigation;
- Disposition of records;
- Final settlement of fee;
- Submittal of the final invoice and any incurred cost audit; and
- Coordination of the final Contractor Performance Assessment Report System (CPARS) report.

The Contractor shall maintain full responsibility for such work until assumption thereof by the successor contractor. Execution of the proposed Closeout Plan or any part thereof shall be accomplished in accordance with the CO's direction and approval.

The Closeout Plan shall be submitted in accordance with this PWS and the requisite Contract or Task Order deliverable. Final payment may be withheld by DOE until all of the necessary activities are completed by the Contractor.

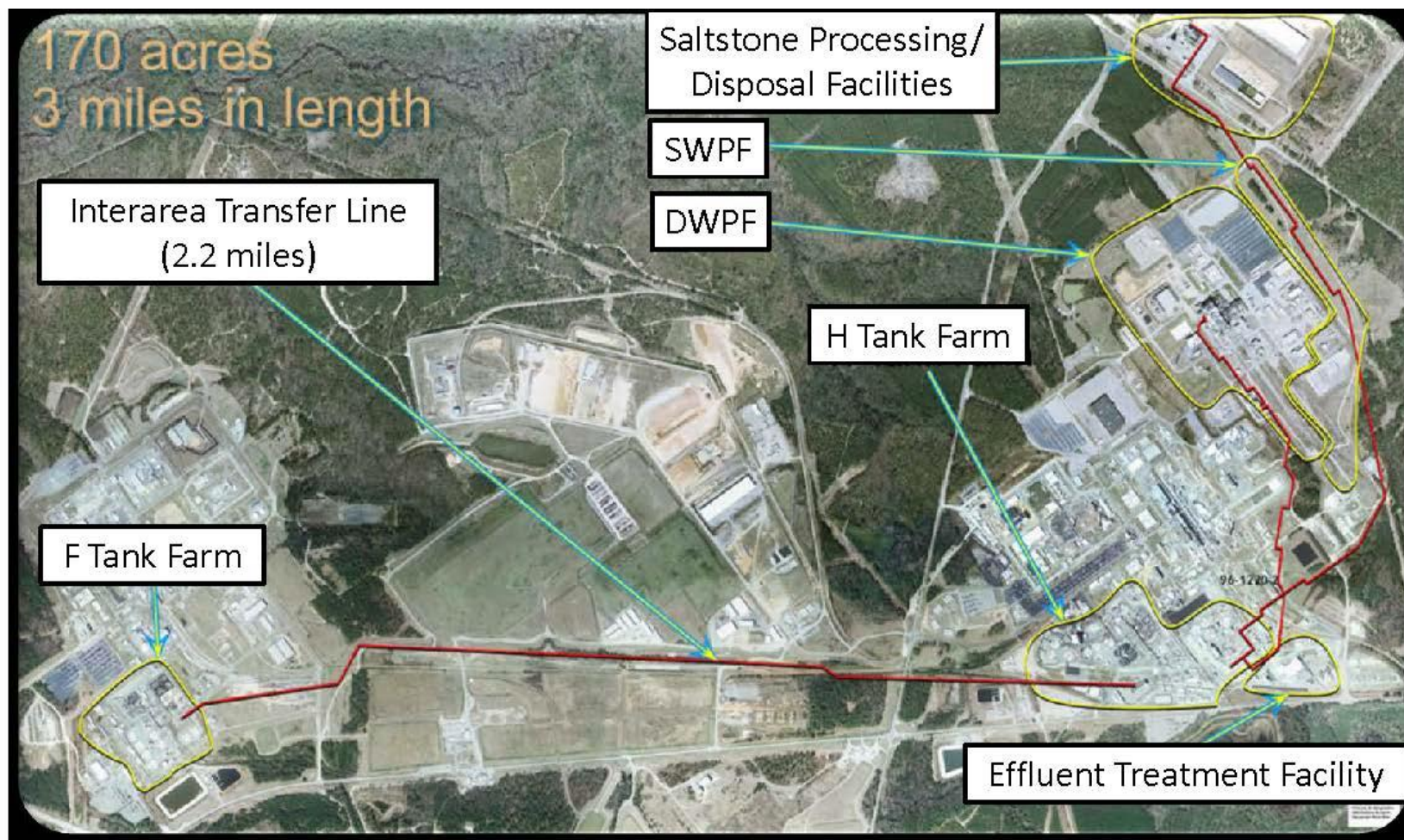
Upon completion of the Contract and each Task Order, a final modification will be executed to officially close out the Contract and/or each task order. A final release statement will be included in the applicable closeout modification where the Contractor discharges the Government, its officers, agents and employees from all liabilities, obligations and claims under the contract and/or each task order.

Attachments

Attachment 1 – Liquid Waste Process Diagram

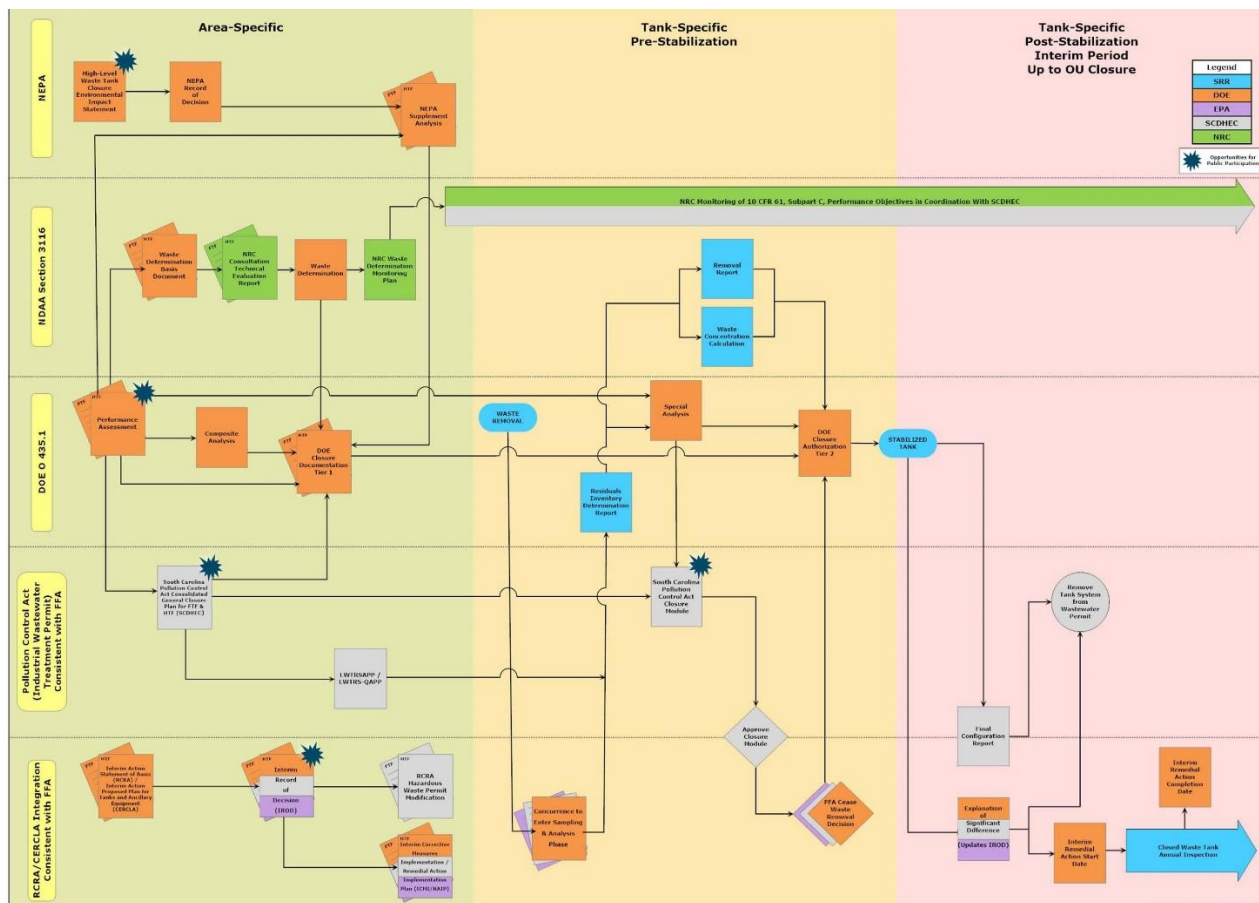


**Attachment 2 – Liquid Waste Facilities**





### Attachment 3 – SRS Tank Closure Regulatory Roadmap



## **PART I – THE SCHEDULE**

### **SECTION H – SPECIAL CONTRACT REQUIREMENTS**



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## H.1 DOE-H-2013 Consecutive Numbering (Oct 2014)

Due to automated procedures employed in formulating this document, clauses and provisions contained within may not always be consecutively numbered.

## CONTRACTOR HUMAN RESOURCE MANAGEMENT (CHRM) CLAUSES

### H.2 Definitions

For purposes of H Clauses entitled, *Workforce Transition and Employee Hiring Preferences*, DOE-H-2001, *Employee Compensation: Pay and Benefits (Oct 2017)*, and *Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits*, the following definitions are applicable (unless otherwise specified):

- (a) “Contract Award Date” means the date the Contract is signed by the Contracting Officer (CO), noted in Block 28 of the Standard Form 33, *Solicitation, Offer and Award*.
- (b) “Contract Transition Period” means the 90-day transition.
- ~~(c) “Incumbent Employees” means employees who hold regular appointments or who are regular employees of SRR as of the Contract Award Date.~~
- ~~(d) “Non-Incumbent Employees” are employees other than Incumbent Employees.~~
- ~~(e)(c)~~ “SRR” means Savannah River Remediation, LLC, performing work under DOE Contract No. DE-AC09-09SR22505.
- ~~(f)(d)~~ “SRS” means the Savannah River Site. SRS employees may work or may have worked for SRR, the Department of Energy and other contractors.
- ~~(g)(e)~~ “SWPF” means Salt Waste Processing Facility work performed under DOE Contract No. DE-AC09-02SR22210.
- ~~(h)(f)~~ “SWPF ~~Commissioning, Operations & Maintenance (C, O & M)~~ Service Contract Act (SCA) Covered Employees” means ~~certain~~certain those SWPF contract employees ~~whose positions will continue after the classifications completion of which the first year of operations and are covered by the SCA. These positions~~ must be specifically identified by the Contractor and approved by DOE no later than 3 months prior to the anticipated transition of the SWPF operations to the Liquid Waste contract pursuant to Section C.2.1.4, ~~who are directly responsible for the C, O & M of the Salt Waste Processing Facility (SWPF) during its first year of operations under the SWPF contract.~~ It does not include managerial, ~~construction, administration, SWPF Operations Support supervisory~~, or other non-SCA positions ~~not directly related to the C, O & M of the facility.~~
- ~~(i)(g)~~ “SWPF ~~Operations Support~~ Non-SCA Covered Employees” means ~~certain~~certain Managers, Supervisors and other SWPF employees ~~performing support functions required for SWPF operation whose job with SWPF/Parsons~~ during the first year of SWPF operations ~~under the SWPF contract whose training is not specific to covered by the SWPF SCA.~~ The classifications of such employees must be specifically identified by the Contractor and approved by DOE no later than 3 months prior to the anticipated transition of the SWPF operations to the Liquid Waste contract pursuant to Section C.2.1.4.

~~(j)~~(h) “Initial Notice to Proceed (NTP)” means the authorization issued by the CO for the Contractor to start Incoming Transition performance of this Contract.

### H.3 Workforce Transition and Employee Hiring Preferences Including Through Period of Performance

The Contractor and its subcontractors shall maintain and develop trained and qualified personnel to perform the work scope included in Section C, consistent with applicable law, and the terms of this Contract, including the paragraphs set forth below. Means of maintaining and developing a trained and qualified workforce may include, but are not limited to, the utilization of apprentices, interns, veterans, and summer hires.

The Contractor shall also comply with the hiring preferences set forth below:

- ~~(b) The Contractor shall comply with the right of first refusal for employment for service-employees and all of the requirements set forth in FAR 52.222-17, Nondisplacement of Qualified Workers, for the applicable work and positions. If a qualified service employee declines a bona fide express offer of employment, the Contractor need not provide the preference in hiring in paragraphs (c) (1)(i) and (ii) below to such employee but should provide the other preferences in Paragraph (b) below, as applicable.~~
- (a) Within 30 days before the anticipated transition of the SWPF operations to the Liquid Waste contract pursuant to Section C.2.1.4, the Contractor shall provide the SWPF ~~C, O & MSCA Covered~~ Employees a ~~right of first refusal~~preference in hiring for vacancies in non-managerial SWPF positions that are substantially equivalent to the positions such employees will hold at the time of the transition of the SWPF operations to the Liquid Waste contract pursuant to Section C.2.1.4. ~~For such substantially equivalent positions only, the Contractor shall apply this right of first refusal before any of the preferences in hiring in paragraph (c) below. The Service Credit date for SWPF SCA Covered Employees is the later of 1) May 16, 2016 the start of Phase II of SWPF, or 2) the employee’s hire date with Parsons/SWPF.~~
- ~~(a)~~(b) The Contractor shall provide, during the transition period and throughout the period of performance, preferences in hiring for vacancies for non-managerial positions (i.e., all those below the first line of supervision) in non-construction activities of the Performance Work Statement (PWS) under this Contract, in accordance with the hiring preferences in paragraphs (1) – (3) below (subject to paragraph (a) above), in descending order of priority, and in accordance with applicable law, and applicable site seniority lists as provided to the Contractor by the CO), as set forth below.
- ~~(1) The Contractor shall provide Incumbent Employees the hiring preferences in paragraphs (i) and (ii) in descending order of priority:~~
- ~~(i) A right of first refusal for vacancies in non-managerial positions that are substantially equivalent to the positions the above employees held at the Notice to Proceed date.~~
- ~~(2)~~(1) Aa preference in hiring for vacancies in non-managerial positions for the above employees who meet the qualifications for the position and who have been identified by their employer as being at risk of being involuntarily separated because of the transfer of this work scope to the Contractor.
- ~~(3)~~(2) The Contractor shall give a preference in hiring to individuals set forth

below in paragraphs (i) and (ii), in descending order of priority, who are eligible for the hiring preference contained in the clause in Section I of this Contract entitled DEAR 952.226-74, *Displaced Employee Hiring Preference*, consistent with the provisions of any applicable Work Force Restructuring Plan, as amended from time to time, regarding the preferential hiring of employees:

- (i) Employees who are former employees of the Incumbent Contractors or any other DOE contractor at Savannah River Site; and
- (ii) Former employees of any other U.S. Department of Energy (DOE) contractor or subcontractor at a DOE defense nuclear facility eligible for hiring preference.

~~(4)~~(3) The Contractor shall give a preference in hiring to individuals (a) who have separated from employment with the Incumbent Contractors; (b) who are not precluded from seeking employment at the Savannah River Site by the terms of employee waivers or releases of claims they executed, absent repayment of severance consistent with the terms of those agreements; and (c) who are qualified for a particular position or who may not meet the qualifications for a particular position, but who agree to become qualified and can become qualified by the commencement of active employment under this Contract.

~~(5)~~(4) The Contractor shall give a preference in hiring to individuals (a) who have separated from employment at the SRS, including former SWPF ~~C, O & MSCA Covered Employees~~ and SWPF ~~Operations Support employees~~ Non-SCA Covered Employees; (b) who are not precluded from seeking employment at either the SRS by the terms of employee waivers or releases of claims they executed, absent repayment of severance consistent with the terms of those agreements; and (c) who are qualified for a particular position or who may not meet the qualifications for a particular position, but who agree to become qualified and can become qualified by the commencement of active employment under this Contract.

#### **H.4 DOE-H-2001 Employee Compensation: Pay and Benefits (Oct 2017) (Revised)**

##### **(a) Contractor Employee Compensation Plan**

The Contractor shall submit, for CO approval, by close of contract transition, a Contractor Employee Compensation Plan (to be submitted during contract transition only) demonstrating how the Contractor will comply with the compensation requirements of this Contract. The Contractor Employee Compensation Plan shall describe the Contractor's policies regarding compensation, pensions and other benefits, and how these policies will support, at reasonable cost, the effective recruitment and retention of a highly skilled, motivated, and experienced workforce.

A description of the Contractor Employee Compensation Program should include the following components:

- (1) Philosophy and strategy for all pay delivery programs;
- (2) System for establishing a job worth hierarchy;
- (3) Method for relating internal job worth hierarchy to external market;
- (4) System that links individual and/or group performance to compensation decisions;



- (5) Method for planning and monitoring the expenditure of funds;
- (6) Method for ensuring compliance with applicable laws and regulations;
- (7) System for communicating the programs to employees;
- (8) System for internal controls and self-assessment; and
- (9) System to ensure that reimbursement of compensation, including stipends, for employees who are on joint appointments with a parent or other organization shall be on a pro-rated basis.

(b) Total Compensation System

The Contractor shall develop, implement and maintain formal policies, practices and procedures to be used in the administration of its compensation system consistent with Federal Acquisition Regulation (FAR) 31.205-6 and Department of Energy Acquisition Regulation (DEAR) 970.3102-05-6, *Compensation for Personal Services*. DOE-approved standards (e.g., set forth in an advance understanding or appendix), if any, shall be applied to the Total Compensation System. The Contractor's Total Compensation System shall be fully documented, consistently applied, and acceptable to the CO. Costs incurred in implementing the Total Compensation System shall be consistent with the Contractor's documented Contractor Employee Compensation Plan, as approved by the CO.

~~(c) Requirements for Subcontractors with SRNS MEPP Eligible Employees~~

~~DOE and the Contractor shall agree to the Subcontractors that will be subject to the requirements to provide pension and other benefits for SRNS MEPP Eligible Employees, as defined in paragraph (f) of H Clause entitled, *Definitions*.~~

- ~~(1) The Contractor shall submit to DOE no later than thirty days prior to the close of the Transition Period, as defined in the Section F clause entitled, *Period of Performance*, and with each task order proposal submittal a list of Subcontractors that will flow down the requirement for continuation of benefits to SRNS MEPP Eligible Employees.~~
- ~~(2) The Contractor may thereafter propose changes to those subcontractor's subject to paragraph (1) above. Such proposed changes shall not be effective or implemented without prior written approval by the CO. Approval of a proposed change is at the unilateral discretion of the CO.~~
- ~~(3) The Contractor shall flow down, to all subcontractors that are subject to the SRNS MEPP in paragraph (1) and (2) of this section, the requirements of paragraphs (g) and (h) this clause; and paragraphs (a) and (b) of H Clause entitled, *Post-Contract Responsibilities for Pension and Other Benefit Plans*.~~
- ~~(4) Subject to other subcontract review and approval requirements in this Contract, this Clause does not limit the Contractor's ability to utilize subcontractors as necessary to perform Contract requirements.~~

~~(d)~~(c) Reports and Information

The Contractor shall provide the CO with the following reports and information with respect to pay and benefits provided under this Contract:

- (1) An Annual Contractor Salary-Wage Increase Expenditure Report to include, at a minimum, breakouts for merit, promotion, variable pay, special adjustments, and structure movements for each pay structure showing actual against approved amounts and planned distribution of funds for the following year.

- (2) A list of the top five most highly compensated executives, as defined in FAR 31.205-6(p)(4)(ii) and their total cash compensation at the time of ~~Initial NTP~~contract award and at the time of any subsequent change to their total cash compensation. This should be the same information provided to the ~~system~~System for Award Management (SAM) per FAR 52.204-10.
- (3) An Annual Report of Compensation and Benefits. Report to be submitted no later than March 15 of each year in iBenefits or its successor.

~~(e)~~(d) Pay and Benefit Programs

The Contractor shall establish pay and benefit programs for Incumbent Employees and Non-Incumbent Employees, as set forth in paragraphs (1) and (2) below and consistent with any applicable law, provided, however, that employees scheduled to work fewer than 20 hours per week receive only those benefits required by law. Employees are eligible for benefits, subject to the terms, conditions, and limitations of each benefit program.

- (1) Incumbent Employees are ~~as defined in (e)~~the employees who hold regular appointments or who are regular employees of SRR.

~~(1) Pay. H~~Subject to the Workforce Transition Clause ~~entitled, Definitions.~~

- (A) ~~, the Pay. The~~ Contractor shall provide equivalent base pay, to Incumbent Employees as compared pay provided by ~~the Incumbent Contractors~~SRR for at least the first year of the term of the Contract.

(B) Pension and Other Benefits. The Contractor shall provide a total package of benefits to Incumbent Employees comparable to that provided by SRR. Comparability of the total benefit package shall be determined by the Contracting Officer in his/her sole discretion.

Incumbent Employees shall remain in their existing pension plans (or comparable successor plans if continuation of the existing plans is not practicable) pursuant to pension plan eligibility requirements and applicable law.

- (2) Non-Incumbent Employees are ~~as defined in (d)~~ of H Clause entitled, Definitions-new hires, i.e., employees other than Incumbent Employees who are hired by the Contractor after date of award. All Non-Incumbent Employees ~~who are hired by the contractor~~ shall receive a total pay and benefits package that provides for market-based retirement and medical benefit plans that are competitive with the industry from which the Contractor recruits its employees, and in accordance with Contract requirements.

(3) Cash Compensation.

- (A) The Contractor shall submit the following below information as applicable to the CO for a determination of cost allowability for reimbursement under the Contract:
  - (i) Any proposed major compensation program design changes prior to implementation.
  - (ii) Variable pay programs/incentives. If not already authorized in the contract, a justification shall be provided with proposed costs and impacts to budget, if any.
  - (iii) In the absence of Departmental policy to the contrary (e.g., Secretarial pay freeze) a Contractor that meets the criteria, as set forth below, is not required to submit a Compensation Increase Plan (CIP) request to the CO for an advance determination of cost allowability for a Merit Increase fund or Promotion/Adjustment fund.

- The Merit Increase fund does not exceed the mean percent increase included in the annual Departmental guidance providing the WorldatWork Salary Budget Survey's salary increase projected for the CIP year. The Promotion/Adjustment fund does not exceed 1.1 percent in total.
  - The budget used for both Merit Increase funds and Promotion/Adjustment funds shall be based on the payroll for the end of the previous CIP year.
  - Salary structure adjustments do not exceed the mean WorldatWork structure adjustments projected for the CIP year and communicated through the annual Department CIP guidance.
  - Please note: No later than the first day of the CIP cycle, Contractors must ~~notify~~provide notification to the CO of planned increases and position ~~to~~ market data by mutually agreed-upon employment categories. No presumption of allowability will exist for employee job classes that exceed market position.
- (iv) If a Contractor does not meet the criteria included in ~~(Ciii)~~ above, a CIP must be submitted to the CO for an advance determination of cost allowability. The CIP should include the following components and data:
- (1) Comparison of average pay to market average pay;
  - (2) Information regarding surveys used for comparison;
  - (3) Aging factors used for escalating survey data and supporting information;
  - (4) Projection of escalation in the market and supporting information;
  - (5) Information to support proposed structure adjustments, if any;
  - (6) Analysis to support special adjustments;
  - (7) Funding requests for each pay structure to include breakouts of merit, promotions, variable pay, special adjustments, and structure movement. (a) The proposed plan totals shall be expressed as a percentage of the payroll for the end of the previous CIP year. (b) All pay actions granted under the compensation increase plan are fully charged when they occur regardless of time of year in which the action transpires and whether the employee terminates before year end. (c) Specific payroll groups (e.g., exempt, nonexempt) for which CIP amounts are intended shall be defined by mutual agreement between the contractor and the CO. (d) The CO may adjust the CIP amount after approval based on major changes in factors that significantly affect the plan amount (for example, in the event of a major reduction in force or significant ramp-up);
  - (8) A discussion of the impact of budget and business constraints on the CIP amount;
  - (9) Comparison of pay to relevant factors other than market average pay.
- (v) After receiving DOE CIP approval or if criteria in ~~(ed)~~(3)(~~i~~)(~~CA~~)(iii) are met, contractors may make minor shifts of up to 10 percent of approved CIP funds by employment category (e.g., Scientist/Engineer, Admin, Exempt, Non-Exempt) without obtaining DOE approval.

- (vi) Individual compensation actions for the top contractor official (e.g., laboratory director/plant manager or equivalent) and Key Personnel not included in the CIP. For those key personnel included in the CIP, DOE will approve salaries upon the initial Contract award and when Key Personnel are replaced during the life of the Contract. DOE will have access to all individual salary reimbursements. This access is provided for transparency; DOE will not approve individual salary actions (except as previously indicated).
- (B) The CO's approval of individual compensation actions will be required only for the top contractor official (e.g., laboratory director/plant manager or equivalent) and Key Personnel as indicated in ~~(ed)(3)(i)(FA)(iv)~~ above. The base salary reimbursement level for the top contractor official establishes the maximum allowable base salary reimbursement under the Contract. Unusual circumstances may require a deviation for an individual on a case-by-case basis. Any such deviations must be approved by the CO.
- (C) Except as set forth in a workforce restructuring plan approved by DOE, Severance Pay is not payable to an employee under this Contract if the employee:
  - (i) Voluntarily separates, resigns or retires from employment. ~~However, employees whose applications for Voluntary Self-Select separation pursuant to a DOE approved workforce restructuring action are accepted will be entitled to severance benefits consistent with the terms of the DOE Workforce Restructuring Plan for the Savannah River Site.~~
  - (ii) Is offered employment with a successor/replacement contractor;
  - (iii) Is offered employment with a parent or affiliated company; or
  - (iv) Is discharged for cause.
- (D) Service Credit for purposes of determining severance pay does not include any period of prior service for which severance pay has been previously paid through a DOE cost-reimbursement contract or Task Order.

~~(f) Employee Benefits~~

- ~~(1) Incumbent employees shall remain in their existing pension plans (or comparable successor plans if continuation of the existing plans is not practicable), pursuant to pension plan eligibility requirements and applicable law.~~
- ~~(2) Non-Incumbent Employees shall receive a benefits package that provides for market-based retirement and medical benefit plans that are competitive with the industry from which the Contractor recruits its employees and in accordance with Contract requirements.~~

~~(g)~~(e) Pension and Other Benefit Programs

- (1) No presumption of allowability will exist when the Contractor implements a new benefit plan or makes changes to existing benefit plans that increase costs or are contrary to Departmental policy or written instruction or until the CO makes a determination of cost allowability for reimbursement for new or changed benefit plans. Changes shall be in accordance with and pursuant to the terms and conditions of the contract. Advance notification, rather than approval, is required for changes that do not increase costs and are not contrary to Departmental policy or written instruction. ~~To the extent that the Contractor has not submitted a new benefit plan or changes to existing benefit plans for approval on the basis that it does not increase costs and such new plan or change to existing plan does in fact increase costs, any increase in costs may be~~

~~considered unreasonable and will likely be determined unallowable.~~

- (2) Cost reimbursement for employee pension and other benefit programs sponsored by the Contractor will be based on the CO's approval of Contractor actions pursuant to an approved "Employee Benefits Value Study" and an "Employee Benefits Cost Survey Comparison" as described below.

Unless otherwise stated, or as directed by the CO, the Contractor shall submit the reports required in paragraphs (iA) and (iiB) below, ~~except for defined benefit plans that are closed to new entrants.~~ The reports shall be used by the Contractor in calculating the cost of benefits under existing benefit plans. An Employee Benefits Value (BenVal) Study Method using no less than 15 comparator organizations and an Employee Benefits Cost Survey comparison method shall be used in this evaluation to establish an appropriate comparison method. In addition, the Contractor shall submit updated ~~the following updated reports~~studies to the CO for approval prior to the adoption of any change ~~that increases the costs~~ to a pension or other benefit plan ~~which increases costs.~~

(A) A BenVal, every ~~three~~two years for each benefit tier (e.g., group of employees receiving a benefit package based on date of hire). ~~A Ben-Val~~which is an actuarial study of the relative value (RV) of the benefits programs offered by the Contractor to Employees measured against the RV of benefit programs offered by the CO-approved comparator companies. To the extent that the value studies do not address post-retirement benefits other than pensions, the Contractor shall provide a separate cost and plan design data comparison for those benefits using external benchmarks derived from nationally recognized and CO-approved survey sources ~~and.~~

(B) An Employee Benefits Cost Study Comparison, annually ~~for each benefit tier.~~ A Cost Study Comparison analyzes the Contractor's employee benefits cost for employees as a percent of payroll and compares it with the cost as a percent of payroll, including geographic factor adjustments, reported by the U.S. Department of Labor's Bureau of Labor Statistics or other Contracting Officer approved broad based national survey.

- (4) When the net benefit value exceeds the comparator group by more than five percent, the Contractor shall submit a corrective action plan to the CO for approval, unless waived in writing by the CO.
- (5) When the benefit costs as a percent of payroll exceeds the comparator group by more than five percent, and if required by CO, the Contractor shall submit an analysis of the specific plan costs that result in or contribute to the percent of payroll exceeding the costs of the comparator group and submit a corrective action plan if directed by the CO.
- (6) Within two years, or longer period as agreed to between the Contractor and the CO, of the CO acceptance of the Contractor's corrective action plan, the Contractor shall align employee benefit programs with the benefit value and the cost as a percent of payroll in accordance with its corrective action plan.
- (7) The Contractor may not terminate any benefit plan during the term of the Contract without the prior approval of the CO in writing.
- (8) Cost reimbursement for post-retirement benefits other than pensions (PRB) is contingent on DOE approved service eligibility requirements for PRBs that shall be based on a minimum period of continuous employment service not less than 5 years under a DOE cost reimbursement contract(s) immediately prior to retirement. Unless required by Federal or state law, advance funding of PRBs is not allowable.

(9) Each contractor sponsoring a defined benefit pension plan and/or postretirement benefit plan will participate in the ~~annual~~ plan management process which includes written responses to a questionnaire regarding plan management, providing forecasted estimates of future reimbursements in connection with the plan(s) and participating in a conference call to discuss the contractor submission (see ~~(ig)~~(6) below for Pension Management Plan requirements).

(10) Each contractor will respond to data calls issued through iBenefits, or its successor system.

~~(h)~~(f) Establishment and Maintenance of Pension Plans for which DOE Reimburses Costs

(1) Employees working for the Contractor shall only accrue credit for service under this Contract after the date of Notice to Proceed.

~~(2)~~ Except for Commingled Plans in existence as of the NTPeffective date of the Contract, any pension plan maintained by the Contractor for which DOE reimburses costs shall be maintained as a separate pension plan distinct from any other pension plan that provides credit for service not performed under a DOE cost-reimbursement contract. When deemed appropriate by the CO, Commingled Plans shall be converted to Separate Plans after the effective date of ~~Notice to Proceed or the extension of a contract.~~

~~(i)~~(g) transition task order Basic Requirements

The Contractor shall adhere to the requirements set forth below in the establishment and administration of pension ~~plan and other benefit~~ plans that are reimbursed by DOE pursuant to cost reimbursement contracts for management and operation of DOE facilities and pursuant to other cost reimbursement facilities contracts. Pension Plans include Defined Benefit and Defined Contribution plans.

(1) The Contractor shall become a sponsor of the existing pension and other benefit plans ~~and defined contribution plans listed below, (or if continuation of the existing plans is not practicable, (or~~ comparable successor plans), including other PRB plans, as applicable, with responsibility for management and administration of the plans. The Contractor shall be responsible for maintaining the qualified status of those plans consistent with the requirements of the ~~Employee Retirement Income Security Act (ERISA)~~ERISA and the Internal Revenue Code (IRC). The Contractor shall carry over the length of service credit and leave balances accrued as of the date of the Contractor's assumption of Contract performance.

~~(i) Savannah River Nuclear Solutions Multiple Employer Pension Plan (SRNS-MEPP)~~

~~(ii) Savannah River Nuclear Solutions Savings Investment Plan (SRNS-SIP)~~

~~(iii) Savannah River Remediation Healthcare Plan (SRR-HP)~~

(2) Each Contractor's defined benefit and defined contribution pension ~~plans~~plan shall be subjected to a limited-scope audit annually that satisfies the requirements of ERISA section 103, except that every third year the Contractor must conduct a full-scope audit of defined benefit plan(s) satisfying ERISA section 103. Alternatively, the Contractor may conduct a full-scope audit satisfying ERISA section 103 annually. In all cases, the Contractor must submit the audit results to the CO. In years in which a limited scope audit is conducted, the Contractor must provide the CO with a copy of the qualified trustee or custodian's certification regarding the investment information that provides the basis for the plan sponsor to satisfy reporting requirements under ERISA section 104.



While there is no requirement to submit a full scope audit for defined contribution plans, contractors are responsible for maintaining adequate controls for ensuring that defined contribution plan assets are correctly recorded and allocated to plan participants.

- (3) For existing Commingled Plans, the Contractor shall maintain and provide annual ~~Separate Accounting~~separate accounting of DOE liabilities and assets for a Separate Plan.
- (4) For existing Commingled Plans, the Contractor shall be liable for any shortfall in the plan assets caused by funding or events unrelated to DOE contracts.
- (5) The Contractor shall comply with the requirements of ERISA if applicable to the pension plan and any other applicable laws.
- (6) The Pension Management Plan (PMP) shall include a discussion of the Contractor's plans for management and administration of all pension plans consistent with the terms of this Contract. The PMP shall be submitted in the iBenefits system, or its successor system no later than January 31 of each applicable year. A full description of the necessary reporting will be provided in the annual management plan data request. Within sixty (60) days after the date of the submission, appropriate Contractor representatives shall participate in a conference call to discuss the Contractor's PMP submission and any other current plan issues.

~~(j)~~(h) Reimbursement of Contractors for Contributions to Defined Benefit Pension Plans

- (1) Contractors that sponsor single employer or multiple employer defined benefit pension plans will be reimbursed for the annual required minimum contributions under the Employee Retirement Income Security Act (ERISA), as amended by the Pension Protection Act (PPA) of 2006 and any other subsequent amendments. Reimbursement above the annual minimum required contribution will require prior approval of the CO. Minimum required contribution amounts will take into consideration all pre-funding balances and funding standard carryover balances. Early in the fiscal year but no later than the end of January, the Contractor requesting reimbursement of a contribution above the minimum, may submit/update a business case for funding above the minimum if preliminary approval is needed prior to the Pension Management Plan process. The business case shall include a projection of the annual minimum required contribution and the proposed contribution above the minimum. The submission of the business case will provide the opportunity for the Department to provide preliminary approval, within 30 days after contractor submission, pending receipt of final estimates, generally after January 1st of the calendar year. Final approval of funding will be communicated by the Head of Contracting Activity (HCA) when discount rates are finalized, and it is known whether there are any budget issues with the proposed contribution amount.
- (2) Contractors that sponsor multi-employer Defined Benefit (DB) pension plans will be reimbursed for pension contributions in the amounts necessary to ensure that the plans are funded to meet the annual minimum requirement under ERISA, as amended by the PPA. However, reimbursement for pension contributions above the annual minimum contribution required under ERISA, as amended by the PPA, will require prior approval of the CO and will be considered on a case-by-case basis. Reimbursement amounts will take into consideration all pre-funding balances and funding standard carryover balances. Early in the fiscal year but no later than the end of November, the Contractor requesting reimbursement for a contribution above the minimum may submit/update a business case for funding above the minimum if preliminary approval is needed prior to the Pension Management Plan process. The business case shall include a projection of the annual minimum required contribution and the proposed contribution above the minimum. The submission of the business case will provide the opportunity for the Department to provide preliminary approval, within 30 days after contractor submission,

pending receipt of final estimates, generally after January 1st of the calendar year. Final approval of funding will be communicated by the HCA when discount rates are finalized, and it is known whether there are any budget issues with the proposed contribution amount.

~~(k)~~(i) Reporting Requirements for Designated Contracts

The following reports shall be submitted to DOE as soon as possible after the last day of the plan year by the contractor responsible for each designated pension plan funded by DOE ~~by~~but no later than the dates specified below:

- (1) Actuarial Valuation Reports. The annual actuarial valuation report for each DOE-reimbursed pension plan and when a pension plan is commingled, the Contractor shall submit separate reports for DOE's portion and the plan total by the due date for filing IRS Form 5500.
- (2) Forms 5500. Copies of IRS Forms 5500 with Schedules for each DOE-funded pension plan, no later than that submitted to the IRS.
- (3) Forms 5300. Copies of all forms in the 5300 series submitted to the IRS that document the establishment, amendment, termination, spin-off, or merger of a plan submitted to the IRS.

~~(k)~~(j) Changes to Pension Plans

At least sixty (60) days prior to the adoption of any changes to a pension plan, the Contractor shall submit the information required below, to the CO. The CO must approve plan changes that increase costs as part of a determination as to whether the costs are deemed allowable pursuant to FAR 31.205-6, as supplemented by DEAR 970.3102-05-6.

- (1) For proposed changes to pension plans and pension plan funding, the Contractor shall provide the following to the CO:
  - (A) A copy of the current plan document (as conformed to show all prior plan amendments), with the proposed new amendment indicated in redline/strikeout;
  - (B) An analysis of the impact of any proposed changes on actuarial accrued liabilities and costs;
  - (C) Except in circumstances where the CO indicates that it is unnecessary, a legal explanation of the proposed changes from the counsel used by the plan for purposes of compliance with all legal requirements applicable to private sector defined benefit pension plans;
  - (D) The Summary Plan Description; and
  - (E) Any such additional information as requested by the CO.
- (2) Contractors shall submit new benefit plans and changes to plan design or funding methodology with justification to the CO for approval, as applicable (see ~~(k)~~(i)(1) above). The justification must:
  - (A) Demonstrate the effect of the plan changes on the contract net benefit value or percent of payroll benefit costs;
  - (B) Provide the dollar estimate of savings or costs; and
  - (C) Provide the basis of determining the estimated savings or cost.

~~(m)~~(k) Terminating Operations

When operations at a designated DOE facility are terminated and no further work is to occur under the prime contract, the following apply:

- (1) No further benefits for service shall accrue.
- (2) The Contractor shall provide a determination statement in its settlement proposal, defining and identifying all liabilities and assets attributable to the DOE contract.
- (3) The Contractor shall base its pension liabilities attributable to DOE contract work on the market value of annuities or lump sum payments or dispose of such liabilities through a competitive purchase of annuities or lump sum payouts.
- (4) Assets shall be determined using the “accrual-basis market value” on the date of termination of operations.
- (5) DOE and the Contractor(s) shall establish an effective date for spin-off or plan termination. On the same day as the Contractor notifies the IRS of the spin-off or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.

~~(n)~~(l) Terminating Plans

- (1) DOE Contractors shall not terminate any pension plan (Commingled or site specific) without requesting Departmental approval at least 60 days prior to the scheduled date of plan termination.
- (2) To the extent possible, the Contractor shall satisfy plan liabilities to plan participants by the purchase of annuities through competitive bidding on the open annuity market or lump sum payouts. The Contractor shall apply the assumptions and procedures of the Pension Benefit Guaranty Corporation.
- (3) Funds to be paid or transferred to any party as a result of settlements relating to pension plan termination or reassignment shall accrue interest from the effective date of termination or reassignment until the date of payment or transfer.
- (4) If ERISA or IRC rules prevent a full transfer of excess DOE reimbursed assets from the terminated plan, the Contractor shall pay any deficiency directly to DOE according to a schedule of payments to be negotiated by the parties.
- (5) On or before the same day as the Contractor notifies the IRS of the spinoff or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.
- (6) DOE liability to a Commingled pension plan shall not exceed that portion which corresponds to DOE contract service. The DOE shall have no other liability to the plan, to the plan sponsor, or to the plan participants.
- (7) After all liabilities of the plan are satisfied, the Contractor shall return to DOE an amount equaling the asset reversion from the plan termination and any earnings which accrue on that amount because of a delay in the payment to DOE. Such amount and such earnings shall be subject to DOE audit. To affect the purposes of this paragraph, DOE and the Contractor may stipulate to a schedule of payments.

~~(n)~~(m) Special Programs

Contractors must advise DOE and receive prior approval for each early-out program, window benefit, disability program, plan-loan feature, employee contribution refund, asset reversion, or incidental benefit.

~~(p)~~(n) Definitions

- (1) **Commingled Plans.** Cover employees from the Contractor's private operations and its DOE contract work.
- (2) **Current Liability.** The sum of all plan liabilities to employees and their beneficiaries. Current liability includes only benefits accrued to the date of valuation. This liability is commonly expressed as a present value.
- (3) **Defined Benefit Pension Plan.** Provides a specific benefit at retirement that is determined pursuant to the formula in the pension plan document.
- (4) **Defined Contribution Pension Plan.** Provides benefits to each participant based on the amount held in the participant's account. Funds in the account may be comprised of employer contributions, employee contributions, investment returns on behalf of that plan participant and/or other amounts credited to the participant's account.
- (5) **Designated Contract.** For purposes of this clause, a contract (other than a prime cost reimbursement contract for management and operation of a DOE facility) for which the Head of the Departmental Contracting Activity determines that advance pension understandings are necessary or where there is a continuing Departmental obligation to the pension plan.
- (6) **Pension Fund.** The portfolio of investments and cash provided by employer and employee contributions and investment returns. A pension fund exists to defray pension plan benefit outlays and (at the option of the plan sponsor) the administrative expenses of the plan.
- (7) **Separate Accounting.** Account records established and maintained within a Commingled plan for assets and liabilities attributable to DOE contract service. NOTE: The assets so represented are not for the exclusive benefit of any one group of plan participants.
- (8) **Separate Plan.** Must satisfy IRC Sec. 414(l) definition of a single plan, designate assets for the exclusive benefit of employees under DOE contract, exist under a separate plan document (having its own Department of Labor plan number) that is distinct from corporate plan documents and identify the Contractor as the plan sponsor.
- (9) **Spun-off Plan.** A new plan which satisfies IRC Reg. 1.414 (l)-1 requirements for a single plan and which is created by separating assets and liabilities from a larger original plan. The funding level of each individual participant's benefits shall be no less than before the event, when calculated on a "plan termination basis."

## **H.5 Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits**

- (a) **Service Credit.** The Contractor shall provide pension and other benefit plans, to Incumbent Employees and all other employees hired by the Contractor and service credit for leave as set forth below:
  - (1) **Service Credit for Leave.** For Incumbent Employees hired by the Contractor as set forth in H Clause entitled, *Definitions*, the Contractor shall carry over the length of service credit from the Incumbent Employers for purposes of determining rates of accruing leave for these employees as required by and consistent with applicable law.
  - (2) **Service Credit for Fringe Benefits Other Than Leave.** Service credit for all individuals hired by the

Contractor shall be applied consistent with any applicable law, and the terms of the applicable benefit plan(s). Service credit for purposes of severance pay is subject to H Clause entitled, *DOE-H-2001 Employee Compensation: Pay and Benefits (Oct 2017)*.

- (b) Allowable Salary for Key Personnel: Within 20 days after ~~Initial NTP~~the effective date of the transition task order, or as identified by the CO, the Contractor will submit ~~DOEEM~~ Form 3220.5, *Application for Contractor Compensation Approval*, to the CO for each Key Personnel position listed in the Contract for a determination of cost allowability for reimbursement under the Contract. To support a reasonableness determination, the contractor shall also provide compensation market survey data to support/justify the requested salary and any other information as requested by the CO.

## **H.6 Workforce Transition and Benefits Transition: Plans and Timeframes**

- (A) Workforce Transition Plan. The Contractor shall submit a Workforce Transition Plan (WF Transition Plan) for CO approval, describing in detail the Contractor's plans and procedures as to how the Contractor will comply with the hiring preferences set forth in H Clause entitled *Workforce Transition and Employee Hiring Preferences Including through Period of Performance*, and Section I. DEAR 952.226-74, *Displaced Employee Hiring Preference*. The WF Transition Plan shall also detail the Contractor's plan for incorporating, if applicable, multiple unions with separate bargaining agreements. Notwithstanding timeframes identified elsewhere in the Contract, the Contractor shall perform the following activities in the specified timeframes:

- (1) Within 10 days after ~~Initial NTP~~the effective date of the transition task order, the Contractor shall:
  - (a) Provide the CO with a list of Contractor personnel who will be responsible for transitioning the employees of the Incumbent Contractor and for development of the transition agreements, including specifically the personnel responsible for ensuring that the Contractor complies with the National Labor Relations Act and H Clause entitled, *Labor Relations*, and contact information for the above personnel;
  - (b) Submit to the CO a description of any and all transition agreements that it intends to enter into with SRR to ensure compliance with H Clause entitled *Workforce Transition and Employee Hiring Preferences during the Contract Transition Period*;
  - (c) Establish and submit to the CO a draft communication plan detailing the communication the Contractor and its subcontractors will engage in with their prospective employees, and any labor organizations representing those employees, regarding implementation of the requirements set forth in H Clauses entitled, *Workforce Transition and Employee Hiring Preferences*, and *Employee Compensation: Pay and Benefits*.
  - (d) Submit to the Contracting Officer a description of the process for regularly obtaining updated information from the Incumbent Contractor regarding the Incumbent Employees throughout the Contract Transition Period.
- (2) Within 15 days after ~~Initial NTP~~the effective date of the transition task order, the Contractor shall:
  - (a) Submit to the CO copies of the draft WF Transition Plan for the Contractor and its first and second tier subcontractors, including processes and procedures regarding how the Contractor will implement and ensure compliance with the hiring preferences set forth in H Clause entitled *Workforce Transition and Employee Hiring Preferences*, and with the requirements of H Clause entitled *Labor Relations*, as applicable.
  - (b) Establish and provide a copy to the CO of its final written communication plan

regarding:

- (i) Implementation of the hiring preferences in H Clause entitled *Workforce Transition and Employee Hiring Preferences*; and
  - (ii) The communication process among DOE, site tenants, and, if applicable, labor organizations representing Incumbent Employees.
- (3) Within 30 days after ~~Initial NTP~~the effective date of the transition task order, the Contractor shall provide to the CO a copy of the final WF Transition described in paragraph (A) above.
  - (4) Within 60 days after ~~Initial NTP~~the effective date of the transition task order, the Contractor shall provide to the CO copies of the final WF transition agreements described in paragraph (A)(1)(b) above.
  - (5) The Contractor shall submit reports to the CO regarding the Contractor's and its subcontractors' implementation of the hiring preferences required by H Clause entitled, *Workforce Transition and Employee Hiring Preferences*, including paragraph (A) regarding the right of first refusal in accordance with the timeframes set forth below. These reports shall include the following information: employee, hire date or anticipated hire dates, and, where applicable, the Incumbent Contractor or subcontractor that employed the employee and the Contractor or subcontractor that hired the employee.
    - (a) During the 90-day Contract Transition Period, such reports shall be provided to the CO on a weekly basis; or
    - (b) On a less frequent basis, if requested by the CO.
  - (6) The Contractor shall implement the transition activities as set forth in the approved transition plan and such other transition activities as may be authorized or directed by the CO.

(B) Benefits Transition Plan.

- (1) The Contractor shall submit a draft Benefits Transition Plan for the approval of the CO, as set forth herein.
  - (a) A detailed description of the Contractor's plans and procedures showing how the Contractor will comply with H Clauses entitled *DOE-H-2001 Employee Compensation: Pay and Benefits (Oct 2017) (Revised)* and *Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits*, and this Paragraph (B).
  - (b) A detailed description of the Contractor's policies regarding pensions and other benefits for which the Department reimburses costs under this Contract, and how these policies will support at reasonable cost the effective recruitment and retention of a highly skilled, motivated, and experienced workforce.
  - (c) A written description of how pension and other benefit plans provided to employees pursuant to Clauses referenced in (a), above, will be transitioned, or if needed, developed and implemented on or before the last day of the 90-day Transition Period.
  - (d) If needed, an asset transfer(s) agreement to transfer assets from the existing SRNS defined benefit plan to a new defined benefit plan to cover past eligibility service in order for the Contractor to adhere to the benefits sponsorship requirements set forth in this Contract. On or before the last day of the 90-day Transition Period, the Contractor shall provide (1) a description of the necessary transactions, including but not limited to how the Contractor proposes to comply with the Contract and applicable law governing such transactions; and



- (2) a schedule for CO approval for when the benefit plan will be developed and assets transferred.
- (2) The Contractor shall perform the following activities involving benefit transition within the timeframes specified below.
- (a) Within 10 days after ~~Initial NTP~~the effective date of the transition task order, the Contractor shall:
- (1) Provide the CO with a list of Contractor personnel who will be responsible for the transition of existing benefit plans, and, if needed, development of new benefit plans, including specifically the personnel responsible for ensuring that the Contractor develops and implements a defined benefit pension plan and a defined contribution pension plan and contact information for the above personnel; and
  - (2) Request the Incumbent Contractors to provide information and documents necessary for the Contractor to adhere to the requirements set forth in this Contract pertaining to sponsoring existing benefits plans and the establishment of any new benefits plans, including, if needed, the transfer of assets from SRR's existing defined pension plan and other benefit plans on or before the end of the 90-day Contract Transition Period.
  - (3) Provide estimated costs and detailed breakouts of the costs to accomplish workforce and benefits transition activities within the timeframes specified, including the costs for enrolled actuaries and counsel.
- (b) Within 15 days after ~~Initial NTP~~the effective date of the transition task order, the Contractor shall provide to the CO a list of the information and documents that the Contractor has requested from the Incumbent Contractors pertaining to the existing benefit plans. The Contractor shall notify the CO on a timely basis of any issues or problems that it encounters in obtaining information or documents requested from the Incumbent Contractors. Regardless of such notification, the Contractor remains responsible under this Contract for ensuring compliance with the terms of this Contract, including the timeframes set forth in this clause and the requirements in the H Clauses identified in (1) (a) above.
- (c) Within 20 days ~~of Initial NTP~~after the effective date of the transition task order, the Contractor shall:
- (1) Submit the final draft Benefits Transition Plan; and
  - (2) Submit a detailed description of its plans and processes, including timeframes and specific projected dates for accomplishment of each activity necessary to ensure compliance with the requirements set forth in the H Clauses identified in (1) (a) above, including requirements pertaining to the transition of existing benefit plans and, if needed, the establishment of employee benefit plans; and
  - (3) Meet via televideo, teleconference, and/or in person with relevant personnel who administer the benefit plans for the Contractor, if and when necessary. The meeting shall include the Contractor's benefit plan administrators and personnel, head of human resources, ERISA counsel, actuaries, and any and all other personnel deemed necessary by the Contractor. During such meeting, the Contractor shall discuss all matters necessary to ensure the Contractor adheres to its obligations under the H Clauses identified in (1) (a) above, including execution of transition agreements with the Incumbent Contractor and other applicable entities. The minutes of the meeting as well as a written description of any substantive issues identified at the meeting shall be submitted to the CO within two days after the meeting.

- (d) Within 30 days after ~~Initial NTP~~the effective date of the transition task order, the Contractor shall provide the following to the CO:
- (1) A final written Benefits Transition Plan, to include a written description of how the existing benefit plans provided to employees pursuant to H Clause entitled *DOE-H-2001 Employee Compensation: Pay and Benefits (Oct 2017) (Revised)* will be amended and restated on or before the last day of the Contract Transition Period.
  - (2) Draft copies of the transition agreements the Contractor will enter into with the Incumbent Contractor(s), to ensure the Contractor's compliance with the pay and benefits requirements set forth in the H clause entitled *Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits*; and
  - (3) Drafts of all amendments to or restatements of the pension and other benefit plans presently sponsored by the Incumbent Contractor. If applicable, the Contractor shall also submit all draft restated benefit plans and draft Special Plan Descriptions (SPD) for pension and other benefit plans sponsored by the Incumbent Contractors. Any and all such amendments shall comply with applicable law governing such transactions and changes in sponsorship of the plans; or
  - (4) If needed, as agreed to in the final written Benefits Transition Plan in (d) above, draft or proposed final versions of any new defined benefit and defined contribution pension plans and other benefit plans. The Contractor shall also submit draft SPDs for the pension and any other benefit plans.
- (e) No later than 45 days after ~~Initial NTP~~the effective date of the transition task order and prior to the adoption or execution of those documents, the Contractor shall submit to the Contracting Officer for approval the proposed final versions of the documents provided in paragraph (d) above.
- (f) The Contractor shall respond to any comments provided by the Contracting Officer under any of the above paragraphs within two days of receipt of the comments.
- (g) After the Contract Transition Period and throughout the remaining period of performance of the Contract, the Contractor shall provide the following information promptly to the Contracting Officer upon the request of the Contracting Officer:
- (1) Documents relating to benefit plans offered to Contractor's employees, including but not limited to SPDs, all Plan documents, applicable amendments, employee handbooks that summarize benefits provided to employees, and other documents that describe benefits provided to employees of the Contractor who perform work on this Contract, and
  - (2) Any and all other documents pertaining to implementation of and compliance with implementation of the compensation and benefit programs identified in H Clause entitled *DOE-H-2001 Employee Compensation: Pay and Benefits (Oct 2017) (Revised)*.

Additionally, the Contractor shall provide timely data responses to Departmental annual and ad hoc pension and PRB data requests. Such data responses shall be provided within the timeframe established by the contracting officer for each response

and, if no timeframe is specified, the Contractor shall provide the data response within one calendar day.

#### **H.7 DOE-H-2004 Post Contract Responsibilities for Pension and Other Benefit Plans (Oct 2014)**

- (a) If this Contract expires and/or terminates and DOE has awarded a contract under which a new contractor becomes a sponsor and assumes responsibility for management and administration of the pension or other benefit plans ~~identified in (i)(1) of H Clause entitled, covering active or retired contractor employees with respect to service at DOE-H-2001 Employee Compensation: Pay and Benefits (Oct 2017 SRS (collectively, the Plans))~~, the Contractor shall cooperate and transfer to the new contractor its responsibility for sponsorship, management and administration of the Plans consistent with direction from the CO. If a Commingled plan is involved, the Contractor shall:
- (1) Spin off the DOE portion of any Commingled Plan used to cover employees working at the DOE facilities into a separate plan. The new plan will normally provide benefits similar to those provided by the commingled plan and shall carry with it the DOE assets on an accrual basis market value, including DOE assets that have accrued in excess of DOE liabilities.
  - (2) Bargain in good faith with DOE or the successor contractor to determine the assumptions and methods for establishing the liabilities involved in a spinoff. DOE and the contractor(s) shall establish an effective date of spinoff. On or before the same day as the contractor notifies the IRS of the spinoff or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.
- (b) If this Contract expires or terminates and DOE has not awarded a contract to a new contractor under which the new contractor becomes a sponsor and assumes responsibility for management and administration of the Plans, or if the CO determines that the scope of work under the Contract has been completed (any one such event may be deemed by the CO to be “Contract Completion” for purposes of this clause), whichever is earlier, and notwithstanding any other obligations and requirements concerning expiration or termination under any other clause of this Contract, the following actions shall occur regarding the Contractor’s obligations regarding the Plans at the time of Contract Completion:
- (1) Subject to subparagraph (2) below, and notwithstanding any legal obligations independent of the Contract that the Contractor may have regarding responsibilities for sponsorship, management, and administration of the Plans, the Contractor shall remain the sponsor of the Plans, in accordance with applicable legal requirements.
  - (2) The parties shall exercise their best efforts to reach agreement on the Contractor’s responsibilities for sponsorship, management and administration of the plans ~~for which DOE reimburses costs,~~ prior to or at the time of Contract Completion. However, if the parties have not reached agreement on the Contractor’s responsibilities for sponsorship, management and administration of the Plans prior to or at the time of Contract Completion, unless and until such agreement is reached, the Contractor shall comply with written direction from the CO regarding the Contractor’s responsibilities for continued provision of pension and welfare benefits under the Plans, including but not limited to continued sponsorship of the Plans, in accordance with applicable legal requirements. To the extent that the Contractor incurs costs in implementing direction from the CO, the Contractor’s costs will be reimbursed pursuant to applicable Contract provisions.

## **H.8 DOE-H-7025 Labor Relations (Sep 2017)**

- (a) The Contractor shall respect the right of employees to organize and to form, join, or assist labor organizations, to bargain collectively through their chosen labor representatives, to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to refrain from any or all of these activities.
- (b) The Contractor shall meet with the Contracting Officer or designee(s) for the purpose of reviewing the Contractor's bargaining objectives prior to negotiations of any collective bargaining agreement or revision thereto. The Contractor shall submit its economic bargaining parameters to, and obtain the approval of, the Contracting Officer regarding allowability of the costs, and compliance with the terms and conditions of the contract, including those for pension and medical benefit costs, prior to the Contractor entering into the collective bargaining process. During the collective bargaining negotiations, the Contractor shall notify, and obtain the approval of the Contracting Officer before submitting or agreeing to any collective bargaining proposal that increases or may increase allowable costs above those previously approved in the economic bargaining parameters, or that could involve changes in any pension or other benefit plans, and such other items of special interest to DOE as are identified by the Contracting Officer. The preliminary approval of the Contracting Officer under this paragraph does not waive any other terms and conditions of the contract.
- (c) The Contractor will seek to maintain harmonious bargaining relationships that reflect a judicious expenditure of public funds, equitable resolution of disputes and effective and efficient bargaining relationships consistent with the requirements of FAR 22.1 and DEAR 970.2201 and all applicable Federal and State Labor Relations laws.
- (d) The Contractor shall use its best efforts to ensure that collective bargaining agreements negotiated under this Contract contain provisions designed to assure no disruption in services during the performance of the Contract. All such collective bargaining agreements entered into during the Contract period of performance should, to the extent that the parties voluntarily agree provide that grievances and disputes involving the interpretation or application of the collective bargaining agreement will be settled without resorting to strike, lockout, or other disruption in services. For this purpose, each collective bargaining agreement should provide an effective grievance procedure with arbitration as its final step, unless the parties mutually agree upon some other method of assuring no disruption in services. The Contractor shall include the substance of this subparagraph (e) in any subcontracts.
- (e) In addition to FAR 52.222-1. Notice to the Government of Labor Disputes and other requirements in the contract the Contractor shall immediately notify the Contracting Officer of labor relations issues including, but not limited to, organizing efforts, unfair labor practice, picketing, labor arbitrations, National Labor Relations Board (NLRB) charges, legal or judicial proceedings, and

settlement agreements, and will furnish such additional information as may be required from time to time by the Contracting Officer.

- (f) The Contractor shall immediately notify the Contracting Officer of any planned or actual strike or work stoppage involving its employees or employees of a subcontractor.
- (g) The Contractor shall provide the Contracting Officer a copy of all arbitration decisions issued by an arbitrator within one week of receipt of the decision.
- (h) The Contractor shall provide the Contracting Officer with a "Report of Settlement" after ratification of a collective bargaining agreement by accessing and inputting the information into the Labor Relations module (GCLR) of DOE's iBenefits reporting system, or its successor system, during the next open quarter. Such information shall include negotiated wages pension, medical and other benefits costs, and a copy of the collective bargaining agreement and any subsequent modifications.
- (i) The Contractor shall provide to the Contracting Officer a semi-annual report on grievances for which further judicial or administrative proceedings are anticipated and all final step grievances. Within one day of receipt, the Contractor shall provide information on all arbitration requests. The reports are due June 30 and December 31, of each year, and should include the following information:
  - 1. A list of all final step grievances filed during the previous six-month period and grievances for which further judicial or administrative proceedings are anticipated, together with the dates filed;
  - 2. A brief description of issues regarding each grievance;
  - 3. If settled, the date of settlement and terms of the settlement. If a denial is made at the final step and the period for requesting arbitration passes report the matter as closed;
  - 4. If not settled during the six-month reporting period, carry the item over to the subsequent six-month reporting periods until settlement. ~~request~~Request for arbitration, closure, or other proceeding occurs.

## **H.9 DOE-H-7026 Additional Labor Requirements (Sep 2017)**

The Contractor shall conduct payroll and job-site audits and conduct investigations of complaints as authorized by DOE on all Davis-Bacon Act activity, including any subcontracts, as may be necessary to determine compliance with the Davis-Bacon Act. Where violations are found, the ~~Laboratory~~Contractor shall report them to DOE Contracting Officer. The Contracting Officer may require that the Contractor assist in the determination of the amount of restitution and withholding of funds from a subcontractor so that sufficient funds are withheld to provide restitution for back wages due for workers inappropriately classified and paid, fringe benefits owed, overtime payments due, and liquidated damages assessed.

The Contractor shall notify the Contracting Officer of any complaints and significant labor standards violations whether caused by the Contractor or subcontractors. The ~~Laboratory~~Contractor shall assist DOE and/or the Department of Labor in the investigation of any alleged violations or disputes involving\_

labor standards. The Contractor shall furnish a Davis-Bacon Semi-Annual Enforcement Report to DOE by April 21 and October 21 each year.

#### **H.10 Workforce Restructuring**

- (a) The Contractor shall regularly analyze workforce requirements and will develop appropriate workforce restructuring strategies to ensure continued availability of the critical workforce knowledge, skills, and abilities necessary for performance under this Contract.
- (b) When the Contractor determines that a change in the workforce is necessary, the Contractor shall accomplish the workforce restructuring in a manner consistent with the DOE General Workforce Restructuring Plan, if applicable, in effect for the facility or site. The General Plan lays out how contractor workforce restructuring will be conducted at the applicable site in a manner that is consistent with DOE policy.

The Contractor is only required to provide notification of Self-Select Voluntary Separation Programs (SSVSP) if consistent with the following parameters: 1) in accordance with approved laboratory and contractor policies and contract requirements; 2) no enhanced benefits (severance or pension); 3) no backfilling or re-employment of employees for a one-year period after severance is paid; 4) business case submitted 5 days in advance of notification date that includes maximum number of voluntary separations, maximum dollars, positions/skills impacted; reasons separations are needed, including how conducting a SSVSP will better position the contractor to conduct the mission work; copies of the self-select application and any employee waivers or releases of claims, and a communication plan; and 5) voluntary separations offered to employees in a non-discriminatory and legally compliant manner. There is no backfilling where a separating employee is replaced by an internal candidate so long as:

- (A) The separating employee is leaving voluntarily;
  - (B) The internal replacement is a regular, permanent employee on the contractor's payroll, not a temporary hire, staff augmentee, or someone serving under a post-doctoral program, etc.;
  - (C) The replacement results in a net reduction in headcount and costs of regular employees; and
  - (D) The replacement is accomplished in an otherwise legally compliant manner, including no unlawful intent to discriminate based upon age.
- (c) The Contractor shall ensure it does not hire or rehire individuals who volunteered for termination during a Self-Select Voluntary Separation Program, at any DOE or NNSA site, during the one-year period following the separation. If an employee is hired or rehired prior to the one-year period, the employee shall be required to pay back, to the contractor who provided the severance payment, all or a pro-rata amount of the severance received under the Voluntary Separation Program.
  - (d) The Contractor must prepare and submit to the Contracting Officer a specific workforce restructuring plan (Specific Plan), as described below in paragraph (e), if the Contractor intends to reduce its workforce by 100 or more employees through an involuntary separation action within a rolling 12-month period.
  - (e) The Contractor's Specific Plan shall lay out how the Contractor will conduct its workforce restructuring action at the site. The Contractor's Specific Plan for reducing 100 or more



employees through an involuntary separation action shall be submitted to the Contracting Officer for approval at least 10 working days in advance of the first communication planned to be given to the employees and public. Any other Specific Plans must be submitted just in advance of the first communication planned to be given to the employees and public. The templates for contractor Involuntary Separation Plan, as well as the General Release and Waiver Forms, are available online at: <http://www.energy.gov/gc/services/technology-transfer-and-procurement/office-assistant-general-counsel-labor-and-pension>.

- (f) Pay-in-lieu of notice beyond two workweeks requires written advance Contracting Officer approval. The Contractor shall submit the request to the Contracting Officer as part of the Workforce Restructuring package submitted for approval in (e) above and include the number of days of pay-in-lieu of notice requested, above two work-weeks, a detailed business justification, and the associated costs.
- (g) The Contractor is encouraged to consider the use of employee waivers and releases. DOE has developed a model waiver and release of claims. The forms are available online at the website set forth in (e) above. Any deviation from the models must be approved by the Contracting Officer.
- (h) The Contractor must perform an adverse impact analysis (also known as a diversity analysis) as part of its determination to undertake involuntary separation action(s). A copy of the diversity analysis for involuntary separation action(s) affecting 100 or more contractor employees within a rolling 12-month period shall be submitted to the DOE or National Nuclear Security Administration (NNSA) site counsel, as applicable, prior to notification of employees selected for involuntary separation.
- (i) The Contracting Officer will review and approve any Specific Plan or diversity analysis affecting the reduction of 100 or more employees through an involuntary separation action within 10 business days after submission of a complete package by the Contractor unless the Contractor is notified of issues necessitating an extension of time. Should DOE request additional information from the Contractor regarding any Specific Plan or diversity analysis, the Contractor will respond to such request within 3 business days.
- (j) The Contractor is responsible and accountable for conducting and defending all voluntary and involuntary separation actions in compliance with applicable laws, regulations, and the contract terms and conditions.
- (k) Questions of cost allowability related to: a) any SSVSPs for which the Contractor provides only notification, or b) any involuntary separation program(s) conducted without Contracting Officer approval will be resolved consistently with applicable laws and regulations and with the terms and conditions of this contract, including, but not limited to, Department of Energy Acquisition Regulation (DEAR) at 48 C.F.R. 952.231-71(f).

## **H.11 Labor Standards**

- (a) The CO will determine the appropriate labor standards that apply to specific work activities in accordance with the Wage Rate Requirements (Construction) statute (formerly known as the Davis-Bacon Act), the Service Contract Labor Standards (SCLS) statute (formerly known as the Service Contract Act of 1965 [SCA]), or other applicable Federal labor standards law. Prior to the start of any proposed work activities, the Contractor shall request a labor standards determination from the CO for specific work activities by submitting proposed work packages that describe the specific activities to be performed for

particular work and other information as necessary for DOE to make a determination regarding the appropriate labor standard(s) for the work or aspects of the work. Once a determination is made and provided to the Contractor, the Contractor shall comply with the determination and shall ensure that appropriate labor standards clauses and requirements are flowed down to and incorporated into any applicable subcontracts.

- (b) The Contractor shall comply, and shall be responsible for compliance by any subcontractor, with the Wage Rate Requirements (Construction), SCLS, or other applicable labor standards law. The Contractor shall conduct such payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and as requested or directed by the DOE. When performing work subject to the Wage Rate Requirements (Construction), the Contractor shall maintain payroll records for a period of three years, from completion of the applicable Task Order, for laborers and mechanics performing the work. In accordance with FAR 52.222-41(g) and FAR 52.222-6(b)(4), the Contractor and its subcontractors shall post in a prominent job-site location, the wage determination and, as applicable, Department of Labor Publications WHD 1321, *Employee Rights under the Davis-Bacon Act*, and/or WHD 1313, *Employee Rights on Government Contracts*.
- (c) For subcontracts determined to be subject to the SCLS, the Contractor will prepare Standard Form 98 (e98), *Notice of Intention to Make a Service Contract and Response Notice*. This form is available on the Department of Labor website at: <http://www.dol.gov/whd/govcontracts/sca/sf98/index.asp>. The form shall be submitted to the CO.
- (d) In addition to any other requirements in the Contract, the Contractor shall as soon as possible notify the CO of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from contractor or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR Parts 4, 6, and 8 and as defined in FAR 52.222-41(t); disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract/Task Order or a subcontract. The Contractor shall furnish such additional information as may be required from time to time by the CO.
- (e) The Contractor shall prepare and submit to the CO the Office of Management and Budget (OMB) Control Number: 1910-5165, *Semi-Annual Davis-Bacon Enforcement Report*, by April 21 and October 21 of each year. Form submittal will be administered through the DOE iBenefits system or its successor system.

#### **H.12 DOE-H-2003 Worker's Compensation Insurance (OCT 2014)**

- (a) Contractors, other than those whose workers' compensation coverage is provided through a state funded arrangement or a corporate benefits program, shall submit to the Contracting Officer for approval all new compensation policies and all initial proposals for self-insurance (contractors shall provide copies to the Contracting Officer of all renewal policies for workers compensation).
- (b) Workers compensation loss income benefit payments when supplemented by other programs (such as salary continuation, short-term disability) are to be administered so that total benefit payments from all sources shall not exceed 100 percent of the employee's net pay.

- (c) Contractors approve all workers compensation settlement claims up to the threshold established by the Contracting Officer for DOE approval and submit all settlement claims above the threshold to DOE for approval.
- (d) The Contractor shall obtain approval from the Contracting Officer before making any significant change to its workers compensation coverage and shall furnish reports as may be required from time to time by the Contracting Officer.

### **H.13 DOE-H-2073 Risk Management and Insurance Programs (Dec 2014) (~~Revised~~)**

Contractor officials shall ensure that the requirements set forth below are applied in the establishment and administration of DOE-funded prime cost reimbursement contracts for management and operation of DOE facilities and other designated long-lived onsite contracts for which the contractor has established separate operating business units.

#### **1. ~~(a)~~-BASIC REQUIREMENTS**

- (a) Maintain commercial insurance or a self-insured program, (i.e., any insurance policy or coverage that protects the Contractor from the risk of legal liability for adverse actions associated with its operation, including malpractice, injury, or negligence) as required by the terms of the Contract. Types of insurance include automobile, general liability, and other third-party liability insurance. Other forms of coverage ~~for which the Contractor seeks reimbursement~~ must be justified as necessary in the operation of the Department facility and/or the performance of the Contract and approved by the DOE ~~in advance of acquiring such insurance.~~
- (b) Contractors shall not purchase insurance to cover public liability for nuclear incidents without DOE authorization (see DEAR 970.5070, Indemnification, and DEAR 950.70-entitled, Nuclear Indemnification of DOE Contractors).
- (c) Demonstrate that insurance programs and costs comply with the cost limitations and exclusions at FAR 28.307-entitled, *Insurance Under Cost Reimbursement Contracts*, FAR 31.205-19-entitled, *Insurance and Indemnification*, and DEAR 952.231-71-entitled, *Insurance - Litigation and Claims*.
- (d) Demonstrate that the insurance program is being conducted in the Government's best interest and at a reasonable cost.
- (e) The Contractor shall submit copies of all insurance policies or insurance arrangements to the CO no later than 30 days after the purchase date.
- (f) When purchasing commercial insurance, the Contractor shall use a competitive process to ensure costs are reasonable.
- (g) Ensure self-insurance programs include the following elements:
  - (1) Compliance with criteria set forth in FAR 28.308 entitled, *Self-Insurance*. Approval of self-insurance is predicated upon submission of verifiable proof that the self-insurance charge does not exceed the cost of purchased insurance. This includes hybrid plans (i.e., commercially purchased insurance with self-insured retention ~~{SIR}~~), such as large deductible, matching deductible, retrospective rating cash flow plans, and other plans where insurance reserves are under the control of the insured). The SIR components of such plans are self-insurance and are subject to the approval and submission requirements of FAR

28.308, as applicable.

- (2) Demonstration of full compliance with applicable state and federal regulations and related professional administration necessary for participation in alternative insurance programs.
- (3) Safeguards to ensure third party claims and claims settlements are processed in accordance with approved procedures.
- (4) Accounting of self-insurance charges.
- (5) Accrual of self-insurance reserve. The CO's approval is required and predicated upon the following:
  - (i) The claims reserve shall be held in a special fund or interest-bearing account.
  - (ii) Submission of a formal written statement to the CO stating that use of the reserve is exclusively for the payment of insurance claims and losses, and that DOE shall receive its equitable share of any excess funds or reserve.
  - (iii) Annual accounting and justification as to the reasonableness of the claims reserve submitted for CO review.
  - (iv) Claim reserves, not payable within the year the loss occurred, are discounted to present value based on the prevailing Treasury rate.

~~(h) Should the Contractor utilize~~Separately identify and account for interest cost on a Letter of Credit ~~or other financial instrument used~~ to guarantee self-insurance retention, ~~any cost for interest paid by the Contractor relating to the instruments will be an~~ unallowable cost and omitted from charges to the DOE ~~Contract contract.~~

- (i) Comply with the CO's written direction for ensuring the continuation of insurance coverage and settlement of incurred and/or open claims and payments of premiums owed or owing to the insurer for prior DOE contractors.

2. ~~(b)~~ Plan Experience Reporting. The Contractor shall:

- (a) Provide the CO with annual experience reports for each type of insurance (e.g., automobile and general liability), listing the following for each category:
  - (1) The amount paid for each claim.
  - (2) The amount reserved for each claim.
  - (3) The direct expenses related to each claim.
  - (4) A summary for the plan year showing total number of claims.
  - (5) A total amount for claims paid.
  - (6) A total amount reserved for claims.
  - (7) The total amount of direct expenses.
- (b) Provide the CO with an annual report of insurance costs and/or self-insurance charges. When applicable, separately identify total policy expenses (e.g., commissions, premiums, and costs for claims servicing) and major claims during the year, including those expected to become major claims (e.g., those claims valued at \$100,000 or greater).

(c) Provide additional claim financial experience data, as may be requested, on a case-by-case basis.

(3) ~~(e)~~—Terminating Operations. The Contractor shall:

- (a) Ensure protection of the Government’s interest through proper recording of cancellation credits due to policy terminations and/or experience rating.
- (b) Identify and provide continuing insurance policy administration and management requirements to a successor, other DOE contractor, or as specified by the CO.
- (c) Reach agreement with DOE on the handling and settlement of self-insurance claims incurred but not reported at the time of contract termination; otherwise, the Contractor shall retain this liability.

(4) Successor Contractor or Insurance Policy Cancellation. The Contractor shall:

- (a) Obtain the written approval of the CO for any change in program direction; and
- (b) Ensure insurance coverage replacement is maintained as required and/or approved by the CO.

## **BUSINESS SYSTEM CLAUSES**

### **H.14 DOE-H-2022 Contractor Business Systems (Oct 2014)**

(a) Definitions. As used in this clause:

“Acceptable contractor business systems” means contractor business systems that comply with the terms and conditions of the applicable business system clauses listed in the definition of “contractor business systems” in this clause.

Contractor business systems means:

- (1) “Accounting system”, if this contract includes the Section H clause entitled, *Accounting System Administration*;
- (2) “Earned value management system”, if this contract includes the Section H clause entitled, *Earned Value Management System*;
- (3) Estimating system, if this contract includes the Section H clause entitled, *Cost Estimating System Requirements*;
- (4) “Property management system”, if this contract includes the Section H clause entitled, *Contractor Property Management System Administration*; and
- (5) “Purchasing system”, if this contract includes the Section H clause entitled, *Contractor Purchasing System Administration*.

Significant deficiency, in the case of a Contractor business system, means a shortcoming in the system that materially affects the ability of officials of the Department of Energy to rely upon information produced by the system that is needed for management purposes.

(b) General. The Contractor shall establish and maintain acceptable business systems in accordance with the terms and conditions of this Contract. If the Contractor plans to adopt any existing business system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system requirements and criteria required in that specific business system clause.

(c) Significant deficiencies.

- (1) The Contractor shall respond, in writing, within 30 days to an initial determination that there are one or more significant deficiencies in one or more of the Contractor's business systems.
- (2) The CO will evaluate the Contractor's response and notify the Contractor, in writing, of the final determination as to whether the Contractor's business system contains significant deficiencies. If the CO determines that the Contractor's business system contains significant deficiencies, the final determination will include a notice to withhold payments.

(d) Withholding payments.

- (1) If the CO issues the final determination with a notice to withhold payments for significant deficiencies in a Contractor business system required under this contract, the CO will direct the Contractor, in writing, to withhold five (5) percent from its invoices until the CO has determined that the Contractor has corrected all significant deficiencies as directed by the CO's final determination. The Contractor shall, within 45 days of receipt of the notice, either:
  - (i) Correct the deficiencies; or
  - (ii) Submit an acceptable corrective action plan showing milestones and actions to eliminate the deficiencies. The plan shall contain:
    - (A) Root cause(s) identification of the problem(s);
    - (B) The proposed corrective action(s) to address the root cause(s);
    - (C) A schedule for implementation; and
    - (D) The name of the person responsible for the implementation.
- (2) If the Contractor submits an acceptable corrective action plan within 45 days of receipt of a notice of the CO's intent to withhold payments, and the CO, in consultation with the auditor or functional specialist, determines that the Contractor is effectively implementing such plan, the CO will direct the Contractor, in writing, to reduce the percentage withheld on invoices to two (2) percent until the CO determines the Contractor has corrected all significant deficiencies as directed by the CO's final determination. However, if at any time, the CO determines that the Contractor has failed to follow the accepted corrective action plan, the CO will increase withholding and direct the Contractor, in writing, to increase the percentage withheld on invoices to the percentage initially withheld, until the CO determines that the Contractor has corrected all significant deficiencies as directed by the CO's final determination.
- (3) Payment withhold percentage limits.
  - (i) The total percentage of payments withheld on amounts due on this Contract shall not exceed:
    - (A) Five (5) percent for one or more significant deficiencies in any single contractor business system; and
    - (B) Ten (10) percent for significant deficiencies in multiple contractor business systems.
  - (ii) If this Contract contains pre-existing withholds, and the application of any subsequent payment withholds will cause withholding under this clause to exceed the payment withhold percentage limits in paragraph (d)(3)(i) of this clause, the CO will reduce the payment



withhold percentage in the final determination to an amount that will not exceed the payment withhold percentage limits.

- (4) For the purpose of this clause, payment means invoicing for any of the following payments authorized under this contract:

- (i) Interim payments under:

- (A) Cost-reimbursement contracts;
- (B) Incentive type contracts;
- (C) Time-and-materials contracts; or
- (D) Labor-hour contracts.

- (ii) Progress payments to include fixed-price contracts.

- (5) Performance-based payments to include fixed-price contracts. Payment withholding shall not apply to payments on fixed-price line items where performance is complete, and the items were accepted by the Government.

- (6) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights or remedies the Government has under this Contract.

- (7) Notwithstanding the provisions of any clause in this Contract providing for interim, partial, or other payment withholding on any basis, the CO may withhold payment in accordance with the provisions of this clause.

- (8) The payment withholding authorized in this clause is not subject to the interest-penalty provisions of the Prompt Payment Act.

- (e) Correction of deficiencies.

- (1) The Contractor shall notify the CO, in writing, when the Contractor has corrected the business system's deficiencies.

- (2) Once the Contractor has notified the CO that all deficiencies have been corrected, the CO will take one of the following actions:

- (i) If the CO determines that the Contractor has corrected all significant deficiencies as directed by the CO's final determination, the CO will direct the Contractor, in writing, to discontinue the payment withholding from invoices under this Contract associated with the CO's final determination, and authorize the Contractor to bill for any monies previously withheld that are not also being withheld due to other significant deficiencies. Any payment withholding under this Contract due to other significant deficiencies, will remain in effect until the CO determines that those significant deficiencies are corrected.

- (ii) If the CO determines that the Contractor still has significant deficiencies, the Contractor shall continue withholding amounts from its invoices in accordance with paragraph (d) of this clause, and not invoice for any monies previously withheld.

- (iii) If the CO determines, based on the evidence submitted by the Contractor, that there is a reasonable expectation that the corrective actions have been implemented and are expected to correct the significant deficiencies, the CO will discontinue withholding payments, and

release any payments previously withheld directly related to the significant deficiencies identified in the Contractor notification, and direct the Contractor, in writing, to discontinue the payment withholding from invoices associated with the CO's final determination, and authorize the Contractor to bill for any monies previously withheld.

- (iv) If, within 90 days of receipt of the Contractor notification that the Contractor has corrected the significant deficiencies, the CO has not made a determination in accordance with paragraphs (e)(2)(i), (ii), or (iii) of this clause, the CO will direct the Contractor, in writing, to reduce the payment withholding from invoices directly related to the significant deficiencies identified in the Contractor notification by a specified percentage that is at least 50 percent, but not authorize the Contractor to bill for any monies previously withheld until the CO makes a determination in accordance with paragraphs (e)(2)(i), (ii), or (iii) of this clause.
- (v) At any time after the CO directs the Contractor to reduce or discontinue the payment withholding from invoices under this Contract, if the CO determines that the Contractor has failed to correct the significant deficiencies identified in the Contractor's notification, the CO will reinstate or increase withholding and direct the Contractor, in writing, to reinstate or increase the percentage withheld on invoices to the percentage initially withheld, until the CO determines that the Contractor has corrected all significant deficiencies as directed by the CO final determination.

#### **H.15 DOE-H-2023 Cost Estimating System Requirements (Oct 2014) (Revised)**

(a) Definitions.

Acceptable estimating system means an estimating system that complies with the system criteria in paragraph (d) of this clause, and provides for a system that:

- (1) Is maintained, reliable, and consistently applied;
- (2) Produces verifiable, supportable, documented, and timely cost estimates that are an acceptable basis for negotiation of fair and reasonable prices;
- (3) Is consistent with and integrated with the Contractor's related management systems; and
- (4) Is subject to applicable financial control systems.

Estimating system means the Contractor's policies, procedures, and practices for budgeting and planning controls, and generating estimates of costs and other data included in proposals submitted to customers in the expectation of receiving contract awards or contract modifications. Estimating system includes the Contractor's:

- (1) Organizational structure;
- (2) Established lines of authority, duties, and responsibilities;
- (3) Internal controls and managerial reviews;
- (4) Flow of work, coordination, and communication; and
- (5) Budgeting, planning, estimating methods, techniques, accumulation of historical costs, and other analyses used to generate cost estimates.

Significant deficiency means a shortcoming in the system that materially affects the ability of officials of the DOE to rely upon information produced by the system that is needed for management purposes.

- (b) General. The Contractor shall maintain an acceptable estimating system and a certified EVMS, per the DOE-H-2024 Earned Value Management System (Mar 2019) (Revised) clause below.
- (c) Applicability. Paragraphs (d) and (e) of this clause apply if the Contractor is a large business to include a Contractor teaming arrangement, as defined at 48 CFR 9.601(1), performing a Contract in support of a Capital Asset Project (other than a management and operating contract as described at 48 CFR 917.6), as prescribed in DOE Order (DOE O) 413.3B or current version; or a non-capital asset project and either:
  - (1) The total prime contract value exceeds \$50 million, including options; or
  - (2) The Contractor was notified, in writing, by the CO that paragraphs (d) and (e) of this clause apply.
- (d) System requirements.
  - (1) The Contractor shall disclose its estimating system to the CO, in writing. If the Contractor wishes the Government to protect the information as privileged or confidential, the Contractor must mark the documents with the appropriate legends before submission. If the Contractor plans to adopt the existing system from the previous contractor, the Contractor is responsible for the system and shall comply with the system requirements required in this clause.
  - (2) An estimating system disclosure is acceptable when the Contractor has provided the CO with documentation no later than 60 days after ~~NTP~~the effective date of the transition task order that:
    - (i) Accurately describes those policies, procedures, and practices that the Contractor currently uses in preparing cost proposals; and
    - (ii) Provides sufficient detail for the Government to reasonably make an informed judgment regarding the acceptability of the Contractor's estimating practices.
  - (3) The Contractor shall:
    - (i) Comply with its disclosed estimating system; and
    - (ii) Disclose significant changes to the cost estimating system to the CO on a timely basis.
  - (4) The Contractor's estimating system shall provide for the use of appropriate source data, utilize sound estimating techniques and good judgment, maintain a consistent approach, and adhere to established policies and procedures. An acceptable estimating system shall accomplish the following functions:
    - (i) Establish clear responsibility for preparation, review, and approval of cost estimates and budgets.
    - (ii) Provide a written description of the organization and duties of the personnel responsible for preparing, reviewing, and approving cost estimates and budgets.

- (iii) Ensure that relevant personnel have sufficient training, experience, and guidance to perform estimating and budgeting tasks in accordance with the Contractor's established procedures.
  - (iv) Identify and document the sources of data and the estimating methods and rationale used in developing cost estimates and budgets.
  - (v) Provide for adequate supervision throughout the estimating and budgeting process.
  - (vi) Provide for consistent application of estimating and budgeting techniques.
  - (vii) Provide for detection and timely correction of errors.
  - (viii) Protect against cost duplication and omissions.
  - (ix) Provide for the use of historical experience, including historical vendor pricing information, where appropriate.
  - (x) Require use of appropriate analytical methods.
  - (xi) Integrate information available from other management systems.
  - (xii) Require management review, including verification of compliance with the company's estimating and budgeting policies, procedures, and practices.
  - (xiii) Provide for internal review of, and accountability for, the acceptability of the estimating system, including the budgetary data supporting indirect cost estimates and comparisons of projected results to actual results, and an analysis of any differences.
  - (xiv) Provide procedures to update cost estimates and notify the CO in a timely manner.
  - (xv) Provide procedures that ensure subcontract prices are reasonable based on a documented review and analysis provided with the prime proposal, when practicable.
  - (xvi) Provide estimating and budgeting practices that consistently generate sound proposals that are compliant with the provisions of the solicitation and are adequate to serve as a basis to reach a fair and reasonable price.
  - (xvii) Have an adequate system description, including policies, procedures, and estimating and budgeting practices, that comply with the Federal Acquisition Regulation (48 CFR chapter 1) and DEAR (48 CFR chapter 9).
- (e) Significant deficiencies.
- (1) The CO will provide an initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.
  - (2) The Contractor shall respond within 30 days to a written initial determination from the CO that identifies significant deficiencies in the Contractor's estimating system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing.

In the event the Contractor did not respond in writing to the initial determination within the response time, this lack of response shall indicate that the Contractor agrees with the initial determination.

- (3) The CO will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the CO's final determination concerning:
  - (i) Remaining significant deficiencies;
  - (ii) The adequacy of any proposed or completed corrective action; and
  - (iii) System disapproval, if the CO determines that one or more significant deficiencies remain.
- (f) If the Contractor receives the CO's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.
- (g) Withholding payments. If the CO makes a final determination to disapprove the Contractor's estimating system, and the contract includes the Section H clause entitled, *Contractor Business Systems*, the CO will withhold payments in accordance with that clause.

#### **H.16 DOE-H-2024 Earned Value Management System (Mar 2019) (Revised)**

- (a) Extending Incumbent Contractor's certified Earned Value Management System (EVMS): Upon start of Transition, the Contractor shall adopt the existing system from the Incumbent Contractor. The Contractor will be responsible for the system and shall comply with the DOE-approved EVMS System Description (EVMS SD) system requirements, processes and procedures associated with the Incumbent Contractor's system. Throughout Transition, and a one-year period of execution of additional task order(s) (or as otherwise directed by DOE), the Contractor shall—
  - (1) Be responsible for continued implementation of and compliance with the Incumbent Contractor's EVMS.
    - (i) The Contractor shall evaluate requirements and associated implementing instructions, as defined in the remainder of this section, and EVMS SD requirements from section C.5.1.2, and provide DOE an EVMS Requirements Gap Analysis associated with the Incumbent Contractor's EVMS, ~~by the end of Transition~~, for DOE consideration.
    - (ii) In addition to, and with submittal of, the EVMS Requirements Gap Analysis, the Contractor may submit a proposal to replace, in its entirety, the Incumbent Contractor's EVMS systems, processes, procedures, and other associated documentation, for DOE consideration. If replacement will be using a system from a contractor at another DOE site, see section (l) requirements.
  - (2) Within 90 days of DOE receipt of the Contractor submittals described under (a), DOE will provide the Contractor with direction regarding DOE intent for modification to, or replacement of, the Incumbent Contractor's EVMS.

For modification to, or replacement of, the Incumbent Contractor's EVMS, the Contractor shall:

- (i) Submit a cost / benefit analysis for each modification to the EVMS, or, if proposing to replace the EVMS in its entirety, a cost / benefit analysis for replacement of the EVMS, on the submittal schedule defined by DOE at that time.
- (ii) Any proposal associated with making changes to, or deviation from, existing required / associated documentation for a Post CD-0 project being executed under DOE O 413.3 shall be made as an independent and stand-alone proposal.

If DOE determines modification(s) to, or replacement of, the Incumbent Contractor's EVMS will be pursued, the Contractor and the Contracting Officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with proposals submitted for the purposes described above, pursuant to applicable requirements of the Task Ordering Procedure in Section H, and the changes clauses in Section I, of this contract.

Upon conclusion of all changes made to the EVMS per the process described above, and contractor validation that system data is compliant with changed requirements (but not to exceed two reporting months), DOE shall perform an implementation review. DOE will advise the contractor of the acceptability of changes as soon as practicable (generally within 30 calendar days) after receipt of the contractor's validation notification. Significant deficiencies identified by DOE shall be addressed by the contractor per the significant deficiencies requirements of section (i) below.

- (3) After Transition, and after the conclusion of any system change(s) made through the process described above, the DOE Contracting Office (CO) may require an Integrated Baseline Review, per section (f) below.

Definitions: As used in this section -

“Acceptable Earned Value Management System” means an EVMS that complies with system criteria set forth in paragraph (a) this clause.

“Contract Funds Status Report” (CFSR) includes data to support forecasting, planning and decision making. DOE's CFSR Data Item Description (DID) is to be used for the CFSR and shall be used for each project being executed under DOE O 413.3.

“Earned Value Management System” (EVMS) means an integrated set of policies, procedures and practices to objectively track performance on a project or program.

“Integrated Master Plan” (IMP) means an event-based plan consisting of a hierarchy of program events, each supported by specific accomplishments, and each accomplishment associated with specific criteria to be satisfied for its completion. For this contract, it shall mean the Liquid Waste System Plan (SP).

“Integrated Master Schedule” (IMS) means a networked, multi-layered scheduled list of tasks required to complete the work captured in a related IMP over the authorized period of performance of the contract. The IMS should include all IMP events and accomplishments and support each accomplishment closure criteria. The IMS should contain a critical path and be resource-loaded with labor, material and equipment costs to include unit prices and quantities.

“Integrated Performance Management Report” (IPMR) includes data submitted monthly by the contractor from its EVMS. DOE's IPMR DID is to be used for the IPMR and shall be used for each project being executed under DOE O 413.3. Formats 1 and 5 shall be used for reporting on the rest of the PWS.



“Over Target Baseline” (OTB) means an overrun to the Contract Budget Base (CBB) of a post Critical Decision 2 (CD-2) project being executed under DOE O 413.3, current awarded Task Order(s) and / or the Contract. The OTB shall be formally incorporated into the Performance Measurement Baseline (PMB), Task Order Baseline (OB) and / or Contract Performance Baseline (CPB), for management purposes.

“Over Target Schedule” (OTS) means the condition in which a baseline schedule is time-phased beyond the completion date of a post Critical Decision 2 (CD-2) project being executed under DOE O 413.3, current awarded Task Order(s) and / or the Contract.

“Significant deficiency” means a shortcoming in the system that materially affects the ability of DOE officials to rely upon information produced by the EVMS for management purposes.

“Work Breakdown Structure” means a product-oriented hierarchy of tasks to be performed by the project team in support of project objectives.

(a) System criteria. In performing this contract, the Contractor shall establish, maintain, and use--

- (1) Integrated performance management system. Central to this system shall be an EVMS that complies with the Electronic Industries Alliance Standard 748 (EIA-748, current version at time of award), including an EVMS System Description (SD). The EVMS shall be linked to and supported by the contractor’s various management systems, including work definition, planning and scheduling, work authorization and budgeting, performance measurement and analysis, change management, materials and subcontract management, cost estimating, accounting, and risk management.
- (2) Management procedures. The contractor shall have procedures that enable timely, reliable, and verifiable information.
  - (i) Pursuant to the IPMR and IMS data items under this contract, the contractor shall maintain an IPMR and IMS that logically networks all project activities, reflecting the National Defense Industrial Association (NDIA) Planning & Scheduling Excellence Guide and the GAO Schedule Assessment Guide, for all work under this PWS, while using reporting formats 1 and 5 for PWS scope not required to be executed under DOE O 413.3. EVMS Certification and associated surveillance reviews will only be performed for projects being executed under DOE O 413.3 within this PWS.
  - (ii) As required by the CFSR data item under this contract, the contractor shall develop and submit a CFSR, and must reconcile the CFSR with the IPMR on a quarterly basis, for each project being executed under DOE O 413.3.
  - (iii) All reporting must correspond to the applicable WBS elements, and shall be submitted timely and accurately and be current as of the close of the previous month's accounting period. (Note: The contractor should not establish a separate or unique internal performance management system solely for the purposes of the contract.)
  - (iv) For projects being executed under DOE O 413.3, IPMR and CFSR data shall be submitted by the Contractor by uploading the data into Project Assessment and Reporting System (PARS) in accordance with the "Contractor Project Performance Upload Requirements" document maintained by the DOE Office of Project Management.

(b) EVMS certification.

- (1) If changes are made to the EVMS under section (a) above, for contracts supporting projects being performed under DOE O 413.3 valued at \$100M or more, the contractor's EVMS must be formally certified by the cognizant Federal agency as compliant with the EIA-748 guidelines (current version at the time of award). Pursuant to DOE Order 413.3B, the DOE Office of Project Management is DOE's EVMS certifying authority.
- (1) For contracts supporting projects valued at less than \$100M but greater than \$50M, the contractor's EVMS must be compliant with EIA-748; however, external certification is not required. The use of the contractor's EVMS for this contract does not imply a Government determination of EIA-748 compliance for application to future contracts.
- (c) Changes to the EVMS after any made under section (a). The Contractor shall submit notification of all proposed changes to the EVMS procedures and the impact of those changes to the Contracting Officer. If the contractor has one or more contracts in support of DOE capital asset projects that are valued at \$100M or more, unless a waiver is granted by DOE, any EVMS changes proposed by the contractor require approval of DOE prior to implementation. DOE will advise the contractor of the acceptability of such changes as soon as practicable (generally within 30 calendar days) after receipt of the contractor's notice of proposed changes. If DOE waives the advance approval requirements, the Contractor shall disclose EVMS changes to DOE at least 14 calendar days prior to the effective date of implementation.
- (d) Integrated baseline reviews. The Contractor shall deliver a task baseline with each Task Order proposal. The task baseline shall represent the cost, schedule, and entire scope over the period of performance of the associated task. DOE will conduct an Integrated Baseline Review (IBR) for Task Orders not later than 60 calendar days after award of the Task Order. DOE and the contractor will use the IBR process described in the NDIA IBR Guide (or current version). During IBRs, the project baseline will be jointly scrutinized by the Government and the contractor to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.
- (e) Access to records. The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or duly authorized representative to permit surveillance to ensure that the EVMS continues to comply with the DOE approved system.
- (f) Restructuring actions. In the event that the contractor concludes the performance baseline no longer represents a realistic plan, the contractor may determine that an over-target schedule or over-target baseline restructuring action is necessary. The contractor shall obtain approval of the Contracting Officer prior to implementing such restructuring actions. The request should also include detailed implementation procedures as well as a timeframe in accordance with the System Description. DOE will acknowledge receipt of the request in a timely manner (generally within 30 calendar days).
- (g) Significant deficiencies.
- (1) The Contracting Officer will provide a determination to the contractor, in writing, on any significant EVMS deficiencies. The determination will describe the deficiency in sufficient detail to allow the contractor to understand the deficiency.

- (2) The contractor shall respond within 30 working days to a written determination from the Contracting Officer that identifies significant deficiencies in the contractor's EVMS. If the contractor disagrees with the determination, the contractor shall state, in writing, its rationale for disagreeing. In the event the contractor does not respond in writing to the determination within the response time, this shall indicate that the Contractor agrees with the determination.
- (3) The Contracting Officer will evaluate the contractor's response or lack of response and notify the contractor, in writing, of the Contracting Officer's final determination concerning—~~i~~:
  - (i) Remaining significant deficiencies;
  - (ii) The adequacy of any proposed or completed corrective action;
  - (iii) System noncompliance, when the contractor's existing EVMS fails to comply with the EVMS guidelines in EIA-748; and
  - (iv) System disapproval, if corrections to the contractor's EVMS are not successfully completed within the timeframe set forth by the Contracting Officer. When the Contracting Officer determines that the existing EVMS contains one or more significant deficiencies, the Contracting Officer will use discretion to disapprove the EVMS based on input received from the DOE Office of Project Management.
- (4) When the contractor receives the Contracting Officer's determination of significant deficiencies, the contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.
- (h) Withholding payments. In the event that the contractor's EVMS is disapproved in accordance with subparagraph (i) ~~and~~ (3)(iv), the Contracting Officer will withhold payments until which time the contractor has resolved all EVMS deficiencies.
- (i) Flowdown requirements. With the exception of paragraphs (i) and (j) of this clause, for contracts supporting projects requiring EVMS, the contractor shall flow down appropriate EVMS requirements to its subcontractors.
  - (1) The EVMS certification requirement applies to subcontractors meeting the criteria in paragraph (b) of this clause. In this event, the cognizant Federal agency, working through the prime contractor, will assess whether the subcontractor's system satisfies the EVMS guidelines contained in EIA-748.
  - (2) The prime contractor is responsible for reviewing and assuring the validity of all subcontractor reports. Cost and schedule reporting requirements are not to be confused with EVMS certification, as described in paragraph (k) (1) above.
  - (3) For subcontracts valued at \$100 million or more, the following subcontractors shall comply with the requirements of this clause, excluding those in paragraphs (i) and (j):

[Contracting Officer to insert names of subcontractors (or FFP subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.]

- (4) For subcontracts valued at less than \$100 million, the following subcontractors shall comply with the requirements of this clause, excluding those in paragraphs (i) and (j):

[Contracting Officer to insert names of subcontractors (or subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.]

- (j) Extending or adopting a contractor's certified EVMS from another DOE site. If the contractor plans to adopt an existing system from the contractor of another DOE site, the contractor is responsible for the system and shall comply with the system requirements, and shall utilize the same DOE-approved processes and procedures as that contractor's system, following the same process and requirements defined in (a) of this section. The contractor shall—
  - (1) Identify the corporate entity that owns the certified EVMS and provide the certification documentation;
  - (2) Obtain prior approval from the Contracting Officer, who will be advised by the Office of Project Management, for proposed EVMS and surveillance changes;
  - (3) Be responsible for full compliance with paragraph (a) of this clause; and
  - ~~(4) —~~
  - (4) Be responsible for correcting any significant deficiencies previously identified to the previous contractor by the Contracting Officer in accordance with paragraph (i) of this clause. Within 45 days after receiving a copy of the previous contractor's final determination, the contractor shall either correct any significant deficiencies or submit an acceptable corrective action plan. The Contracting Officer, working jointly with the Office of Project Management, will provide a written final determination—to potentially include an implementation review—before extending the certification.

#### **H.17 DOE-H-2025 Accounting System Administration (Oct 2014) (Revised)**

(a) Definitions. As used in this clause:

- (1) Acceptable accounting system means a system that complies with the system criteria in paragraph (c) of this clause, to provide reasonable assurance that:
  - (i) Applicable laws and regulations are complied with;
  - (ii) The accounting system and cost data are reliable;
  - (iii) Risk of misallocations and mischarges are minimized; and
  - (iv) Contract allocations and charges are consistent with billing procedures.
- (2) Accounting system means the Contractor's system or systems for accounting methods, procedures, and controls established to gather, record, classify, analyze, summarize, interpret, and present accurate and timely financial data for reporting in compliance with applicable laws, regulations, and management decisions, and may include subsystems for specific areas such as indirect and other direct costs, compensation, billing, labor, and general information technology.
- (3) Significant deficiency means a shortcoming in the system that materially affects the ability of officials of DOE to rely upon information produced by the system that is needed for management purposes.

(b) General.

The Contractor shall establish and maintain an acceptable accounting system without interruption to adoption of the Incumbent Contractor's EVMS, per the DOE-H-2024 Earned Value Management

System (Mar 2019) (Revised) clause above. If the Contractor plans to adopt the existing system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system criteria required in this clause. The Contractor shall provide in writing to the CO documentation that its accounting system meets the system criteria in paragraph (c) of this clause no later than 60 days after ~~NTP~~the effective date of the transition task order. Failure to maintain an acceptable accounting system, as defined in this clause, shall result in the withholding of payments if the contract includes the Section H clause, *Contractor Business Systems*, and also may result in disapproval of the system.

(c) System criteria.

The Contractor's accounting system shall provide for:

- (1) A sound internal control environment, accounting framework, and organizational structure;
- (2) Proper segregation of direct costs from indirect costs;
- (3) Identification and accumulation of direct costs by contract;
- (4) A logical and consistent method for the accumulation and allocation of indirect costs to intermediate and final cost objectives;
- (5) Accumulation of costs under general ledger control;
- (6) Reconciliation of subsidiary cost ledgers and cost objectives to general ledger;
- (7) Approval and documentation of adjusting entries;
- (8) Management reviews or internal audits of the system to ensure compliance with the Contractor's established policies, procedures, and accounting practices;
- (9) A timekeeping system that identifies employees' labor by intermediate or final cost objectives;
- (10) A labor distribution system that charges direct and indirect labor to the appropriate cost objectives;
- (11) Interim (at least monthly) determination of costs charged to a contract through routine posting of books of account;
- (12) Exclusion from costs charged to Government contracts of amounts which are not allowable in terms of 48 CFR 31 entitled, *Contract Cost Principles and Procedures*, and other contract provisions;
- (13) Identification of costs by contract line item and by units (as if each unit or line item were a separate contract), if required by the contract;
- (14) Segregation of preproduction costs from production costs, as applicable;
- (15) Cost accounting information, as required:
  - (i) By contract clauses concerning limitation of cost (48 CFR 52.232-20), limitation of funds (48 CFR 52.232-22), or allowable cost and payment (48 CFR 52.216-7); and
  - (ii) To readily calculate indirect cost rates from the books of accounts.

- (16) Billings that can be reconciled to the cost accounts for both current and cumulative amounts claimed and comply with contract terms;
  - (17) Adequate, reliable data for use in pricing follow-on acquisitions; and
  - (18) Accounting practices in accordance with standards promulgated by the Cost Accounting Standards Board, if applicable, otherwise, Generally Accepted Accounting Principles.
- (d) Significant deficiencies.
- (1) The CO will provide an initial determination to the Contractor, in writing, on any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.
  - (2) The Contractor shall respond within 30 days to a written initial determination from the CO that identifies significant deficiencies in the Contractor's accounting system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing. In the event the Contractor does not respond in writing to the initial determination within the response time, this lack of response shall indicate that the Contractor agrees with the initial determination.
  - (3) The CO will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the CO final determination concerning:
    - (i) Remaining significant deficiencies;
    - (ii) The adequacy of any proposed or completed corrective action; and
    - (iii) System disapproval, if the CO determines that one or more significant deficiencies remain.
- (e) If the Contractor receives the CO's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.
- (f) Withholding payments. If the CO makes a final determination to disapprove the Contractor's accounting system, and the Contract includes the Section H clause entitled, *Contractor Business Systems*, the CO will withhold payments in accordance with that clause.

#### **H.18 DOE-H-2026 Contractor Purchasing System Administration (Oct 2014) (Revised)**

- (a) Definitions. As used in this clause:

"Acceptable purchasing system" means a purchasing system that complies with the system criteria in paragraph (c) of this clause.

"Purchasing system" means the Contractor's system or systems for purchasing and subcontracting, including make-or-buy decisions, the selection of vendors, analysis of quoted prices, negotiation of prices with vendors, placing and administering of orders, and expediting delivery of materials.

"Significant deficiency" means a shortcoming in the system that materially affects the ability of officials of the DOE to rely upon information produced by the system that is needed for management purposes.

- (b) General.



The Contractor shall establish and maintain an acceptable purchasing system without interruption to adoption of the Incumbent Contractor's EVMS, per the DOE-H-2024 Earned Value Management System (Mar 2019) (Revised) clause above. If the Contractor plans to adopt the existing system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system criteria required in this clause. The Contractor shall provide in writing to the CO documentation that its purchasing system meets the system criteria in paragraph (c) of this clause no later than 60 days after ~~NTP~~the effective date of the transition task order. Failure to maintain an acceptable purchasing system, as defined in this clause, may result in disapproval of the system by the CO and/or withholding of payments.

(c) System criteria.

The Contractor's purchasing system shall:

- (1) Have an adequate system description including policies, procedures, and purchasing practices that comply with the FAR (48 CFR Chapter 1) and the DOE Acquisition Regulation (48 CFR Chapter 9);
- (2) Ensure that all applicable purchase orders and subcontracts contain all flow down clauses, including terms and conditions and any other clauses needed to carry out the requirements of the prime contract;
- (3) Maintain an organization plan that establishes clear lines of authority and responsibility;
- (4) Ensure all purchase orders are based on authorized requisitions and include a complete and accurate history of purchase transactions to support vendor selected, price paid, and document the subcontract/purchase order files which are subject to Government review;
- (5) Establish and maintain adequate documentation to provide a complete and accurate history of purchase transactions to support vendors selected and prices paid;
- (6) Apply a consistent make-or-buy policy that is in the best interest of the Government;
- (7) Use competitive sourcing to the maximum extent practicable, and ensure debarred or suspended contractors are properly excluded from contract award;
- (8) Evaluate price, quality, delivery, technical capabilities, and financial capabilities of competing vendors to ensure fair and reasonable prices in accordance with 48 CFR 15.404-1;
- (9) Require management level justification and adequate cost or price analysis, as applicable, for any sole or single source award;
- (10) Perform timely and adequate cost or price analysis and technical evaluation for each subcontractor and supplier proposal or quote to ensure fair and reasonable subcontract prices in accordance with 48 CFR 15.404-3;
- (11) Document negotiations in accordance with 48 CFR 15.406-3;
- (12) Seek, take, and document economically feasible purchase discounts, including cash discounts, trade discounts, quantity discounts, rebates, freight allowances, and company-wide volume discounts;
- (13) Ensure proper type of contract selection in accordance with 48 CFR 16 and prohibit issuance of cost-plus-a-percentage-of-cost subcontracts;

- (14) Maintain subcontract surveillance to ensure timely delivery of an acceptable product and procedures to notify the Government of potential subcontract problems that may impact delivery, quantity, or price;
- (15) Document and justify reasons for subcontract changes that affect cost or price;
- (16) Notify the Government of the award of all subcontracts that contain the 48 CFR Chapter 1 and 48 CFR Chapter 9 flow down clauses that allow for Government audit of those subcontracts, and ensure the performance of audits of those subcontracts;
- (17) Enforce adequate policies on conflict of interest, gifts, and gratuities, including the requirements of the 41 USC chapter 87, Kickbacks;
- (18) Perform internal audits or management reviews, training, and maintain policies and procedures for the purchasing department to ensure the integrity of the purchasing system;
- (19) Establish and maintain policies and procedures to ensure purchase orders and subcontracts contain mandatory and applicable flow down clauses, as required by 48 CFR chapter 1, including terms and conditions required by the prime contract and any clauses required to carry out the requirements of the prime contract;
- (20) Provide for an organizational and administrative structure that ensures effective and efficient procurement of required quality materials and parts at the best value from responsible and reliable sources;
- (21) Establish and maintain selection processes to ensure the most responsive and responsible sources for furnishing required quality parts and materials and to promote competitive sourcing among dependable suppliers so that purchases are reasonably priced and from sources that meet contractor quality requirements;
- (22) Establish and maintain procedures to ensure performance of adequate price or cost analysis on purchasing actions;
- (23) Establish and maintain procedures to ensure that proper types of subcontracts are selected, and that there are controls over subcontracting, including oversight and surveillance of subcontracted effort;
- (24) Establish and perform Annual Subcontract Audit plans with audits consistent with IIA and/or Generally Accepted Government Auditing Standards (GAGAS) audit standards; and
- (25) Establish and maintain procedures to timely notify the CO, in writing, if:
  - (i) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of the work to be performed under the Contract, Task Order, or delivery order. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or
  - (ii) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).

(d) Significant deficiencies.

- (1) The CO will provide notification of initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.
- (2) The Contractor shall respond within 30 days to a written initial determination from the CO that identifies significant deficiencies in the Contractor's purchasing system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing. In the event the Contractor does not respond in writing to the initial determination within the response time, this lack of response shall indicate that the Contractor agrees with the initial determination.
- (3) The CO will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the CO's final determination concerning:
  - (i) Remaining significant deficiencies;
  - (ii) The adequacy of any proposed or completed corrective action; and
  - (iii) System disapproval, if the CO determines that one or more significant deficiencies remain.
- (e) If the Contractor receives the CO's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the deficiencies.
- (f) Withholding payments. If the CO makes a final determination to disapprove the Contractor's purchasing system, and the contract includes the Section H clause entitled, *Contractor Business Systems*, the CO will withhold payments in accordance with that clause.

**H.19 DOE-H-2027 Contractor Property Management System Administration (Oct 2014) (Revised)**

(a) Definitions. As used in this clause:

- (1) "Acceptable property management system" means a property system that complies with the system criteria in paragraph (c) of this clause.
- (2) "Property management system" means the Contractor's system or systems for managing and controlling Government property.
- (3) "Significant deficiency" means a shortcoming in the system that materially affects the ability of officials of the DOE to rely upon information produced by the system that is needed for management purposes.

(b) General.

The Contractor shall establish and maintain an acceptable property management system without interruption to adoption of the Incumbent Contractor's EVMS, per the DOE-H-2024 Earned Value Management System (Mar 2019) (Revised) clause above. If the Contractor plans to adopt the existing system from the previous contractor, the Contractor is responsible for the system and shall comply with the system criteria required in this clause. The Contractor shall provide in writing to the CO documentation that its property management system meets the system criteria in paragraph (c) of this

clause no later than 60 days after ~~NTP~~the effective date of the transition task order. Failure to maintain an acceptable property management system, as defined in this clause, may result in disapproval of the system by the CO and/or withholding of payments.

(c) System criteria.

The Contractor's property management system shall be in accordance with paragraph (f) of the Contract clause at 48 CFR 52.245-1.

(d) Significant deficiencies.

- (1) The CO will provide an initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.
- (2) The Contractor shall respond within 30 days to a written initial determination from the CO that identifies significant deficiencies in the Contractor's property management system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing. In the event the Contractor does not respond in writing to the initial determination within the response time, this lack of response shall indicate that the Contractor agrees with the initial determination.
- (3) The CO will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the CO's final determination concerning:
  - (i) Remaining significant deficiencies;
  - (ii) The adequacy of any proposed or completed corrective action; and
  - (iii) System disapproval, if the CO determines that one or more significant deficiencies remain.
- (e) If the Contractor receives the CO's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.
- (f) Withholding payments. If the CO makes a final determination to disapprove the Contractor's property management system, and the Contract includes the Section H clause entitled, *Contractor Business Systems*, the CO will withhold payments in accordance with that clause.

## **DOE CORPORATE CLAUSES OTHER THAN CHRM OR BUSINESS SYSTEMS**

### **H.20 DOE-H-2014 Contractor Acceptance of Notices of Violation or Alleged Violations, Fines, and Penalties (Oct 2014) (Revised)**

- (a) The Contractor shall accept, in its own name, notices of violation(s) or alleged violations (NOVs/NOAVs) issued by federal or state regulators to the Contractor resulting from the Contractor's performance of work under this contract, without regard to liability. The allowability of the costs associated with fines and penalties shall be subject to other provisions of this Contract.
- (b) Liability and responsibility for fines or penalties and associated costs arising from or related to violations of environmental requirements imposed by applicable Federal, state, and local environmental laws and regulations, including, without limitation, statutes, ordinances, regulations,

court orders, consent decrees, administrative orders, or compliance agreements, consent orders, permits, and licenses; and safety, health or quality requirements shall be borne by the party that caused the violation(s). This clause resolves liability for fines and penalties though the cognizant regulatory authority may assess such fines or penalties upon either party or both parties without regard to the allocation of responsibility or liability under this contract. The allocation of liability for such fine or penalty is effective regardless of which party signs permit application, manifest, reports or other required documents, is assessed a fine or penalty, is a permittee, or is named subject of an enforcement action.

- (c) After providing DOE advance written notice, the Contractor shall conduct negotiations with regulators regarding NOV/NOAVs and fine and penalties. DOE may participate in all negotiations with regulatory agencies regarding permits, fines, penalties, and any other proposed notice, notice, administrative order, and any similar type of notice as described in paragraphs (a) and (b) above. However, the Contractor shall not make any commitments or offers to regulators that would bind the Government, including monetary obligations, without first obtaining written approval from the CO. Failure to obtain advance written approval may result in otherwise allowable costs being declared unallowable and/or the Contractor being liable for any excess costs to the Government associated with or resulting from such offers/commitments.
- (d) The Contractor shall notify DOE promptly when it receives service from the regulators of NOV/NOAVs and fines and penalties.

## **H.21 DOE-H-2016 Performance Guarantee Agreement (Oct 2014)**

The Contractor's parent organization(s) or all member organizations if the Contractor is a joint venture, limited liability company, or other similar entity, shall guarantee performance of the contract as evidenced by the Performance Guarantee Agreement incorporated in the Contract in Section J, Attachment J-4. If the Contractor is a joint venture, limited liability company, or other similar entity where more than one organization is involved, the parent(s) or all member organizations shall assume joint and severable liability for the performance of the contract. In the event any of the signatories to the Performance Guarantee Agreement enters into proceedings related to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the CO.

## **H.22 DOE-H-2017 Responsible Corporate Official and Corporate Board of Directors (Oct 2014) (REVISED)**

The Contractor has provided a guarantee of performance from its parent company(s) in the form set forth in Section J, Attachment J-4 entitled, *Performance Guarantee Agreement*. The individual signing the *Performance Guarantee Agreement* for the parent company(s) should be the Responsible Corporate Official. The Responsible Corporate Official is the person who has sole corporate (parent company(s)) authority and accountability for Contractor performance. DOE may contact, as necessary, the single Responsible Corporate Official identified below regarding Contract performance issues. The parent companies shall proactively support the Responsible Corporate Official to ensure adverse contract performance issues are avoided, identified and/or resolved in a timely manner. The Responsible Corporate Official shall promptly notify the DOE Contracting Officer of the corrective actions (both taken and planned) to address the adverse contract performance.

Responsible Corporate Official: [Offeror Fill-In]

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Company/Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

Should the Responsible Corporate Official or their contact information change during the period of the Contract, the Contractor shall promptly notify the CO in writing of the change.

Identified below is each member of the Corporate Board of Directors that will have corporate oversight. DOE may contact, as necessary, any member of the Corporate Board of Directors, who is accountable for corporate oversight of the Contractor organization and key personnel.

Corporate Board of Directors: [Offeror Fill-In]

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Company/Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

Should any change occur to the Corporate Board of Directors, the majority interest, or their contact information during the period of the Contract, the Contractor shall promptly notify the CO in writing of the change.

The Responsible Corporate Official and Corporate Board of Directors shall be engaged and accountable for performance of the contract scope and the highest standard of business integrity through a robust performance assurance system in accordance with DOE Order 226.1B *Implementation of Department of Energy Oversight Policy* and the Section H clause entitled *Contractor Assurance System*. The Responsible Corporate Official shall submit to the Contracting Officer a quarterly report using appropriate corporate metrics for DOE review. The quarterly report shall be risk-informed and a credible self-assessment that includes individual project performance, technical solutions, as needed, and appropriate coverage of potentially high consequence activities under the contract, including work of subcontractors. The annual Contractor Performance Assessment Reporting System (CPARS) evaluation shall consider the execution of the requirements of this clause, including the Contractor's performance managing its subcontractors.



### H.23 DOE-H-2018 Privacy Act Systems of Records (Oct 2014) (Revised)

The Contractor shall adopt or recommend the amendment of the following systems of records on individuals to accomplish an agency function pursuant to the Section I clause FAR 52.224-2 entitled, *Privacy Act*.

DOE Privacy Act System No.	DOE Privacy Act System Description [Tailor/update list as necessary in coordination with Federal records personnel]
<u>DOE-3</u>	<u>Employee Concerns Program Records</u>
DOE-5	Personnel Records of Former Contractor Employees (Includes All Former Workers)
DOE-10	Energy Employees Occupational Illness Compensation Program Act Files
DOE-11	Emergency Operations Notification Call List
DOE-14	Report of Compensation
DOE-15	Intelligence-Related Access Authorization
DOE-18	Financial Accounting System
DOE-23	Property Accountability System
<u>DOE-26</u>	<u>Official Travel Records</u>
DOE-28	General Training Records
DOE-31	Firearms Qualification Records
DOE-33	Personnel Medical Records (Present and Former DOE Employees and Contractor Employees)
DOE-34	Employee Assistance Program (EAP) Records
DOE-35	Personnel Radiation Exposure Records
DOE-38	Occupational and Industrial Accident Records
<u>DOE-41</u>	<u>Legal Files (Claims, Litigation, Criminal Violations, Patents, and Others)</u>
DOE-43	Personnel Security Clearance Files
DOE-48	Security Education and/or Infraction Reports
DOE-51	Employee and Visitor Access Control Records
DOE-52	Access Control Records of International Visits, Assignments, and Employment at DOE Facilities and Contractor Sites
DOE-53	Access Authorization for ADP Equipment
DOE-63	Personal Identity Verification (PIV) Files
DOE-88	Epidemiologic and Other Health Studies, Surveys, and Surveillances

If the above list does not address all of the systems of records that are generated based on contract performance, then the Contractor shall notify the CO as soon as the discrepancy is discovered. The Contractor shall monitor the identified systems and notify the CO immediately if there is a change to an existing system or if a new system is needed. Lack of notification does not exempt the Contractor from

complying with the Privacy Act. To ensure that systems are monitored consistently, the Contractor must review the list annually and notify the CO, in writing, that the list is accurate and up to date.

The above list shall be revised by mutual agreement between the Contractor and the CO, in consultation with the local Privacy Act Officer and/or General Counsel, as necessary, to keep it current. A formal modification to the contract is not required to incorporate these revisions; however, the revisions become effective upon mutual written agreement of the parties. The mutually agreed-upon revisions shall have the same effect as if they were actually among the systems listed in the table above, for the purpose of satisfying the listing requirement contained in paragraph (a)(1) of the contract clause for FAR 52.224-2 entitled, *Privacy Act*. The revisions will be formally incorporated at the next convenient contract modification. Additional information on Privacy Act Systems of Records can be found on the DOE Privacy Office home page.

FAR 52.224-1 entitled, *Privacy Act Notification*, and FAR 52.224-2 entitled, *Privacy Act*, are mandatory flow-down clauses that must be included in any subcontract requiring design, development, or operation of a Privacy Act system of record, including third-party medical services contracts. Such subcontracts also require flow down of clauses specifically identifying applicable Privacy Act systems of records into the subcontracts. For example, medical services contracts must include the substance of this clause identifying system of record DOE-33, *Personnel Medical Records*, along with language on records turnover when employees terminate. Subcontracts must also contain scope requirements necessary to ensure DOE and contractor compliance with applicable records management and Privacy Act requirements.

#### **H.24 DOE-H-2019 Disposition of Intellectual Property – Failure to Complete Contract Performance (Jul 2018)**

The following provisions shall apply in the event the Contractor does not complete Contract performance for any reason:

- (a) The Government may take possession of and use all technical data, including limited rights data, restricted computer software, and data and software obtained from subcontractors, licensors, and licensees, necessary to complete the work in conformance with this contract, including the right to use the data in any Government solicitations for the completion of the work contemplated under this contract. Technical data includes, but is not limited to, specifications, designs, drawings, operational manuals, flowcharts, software, databases and any other information necessary for the completion of the work under this contract. Limited rights data and restricted computer software will be protected in accordance with the provisions of the Section I clause “DEAR 970.5227-1 *Rights in Data- Facilities*.” The Contractor shall ensure that its subcontractors and licensors make similar rights available to the Government and its contractors.
- (b) The Contractor agrees to and does hereby grant to the Government an irrevocable, non-exclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice by the Contractor, and any other intellectual property, including technical data, which are owned or controlled by the Contractor, at any time through completion of this contract and which are incorporated or embodied in the construction of the facilities or which are utilized in the operation or remediation of the facilities or which cover articles, materials or products manufactured at a facility: (1) to practice or to have practiced by or for the Government at the facility; and (2) to transfer such license with the transfer of that facility. The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at any time from contesting the enforceability, validity or scope of, or title to, any rights or patents or other intellectual property herein licensed.

- (c) In addition, the Contractor will take all necessary steps to assign permits, authorizations, leases, and licenses in any third party intellectual property to the Government, or such other third party as the Government may designate, that are necessary for the completion of the work contemplated under this Contract.

#### **H.25 DOE-H-2021 Work Stoppage and Shutdown Authorization (Oct 2014) (Revised)**

- (a) Imminent Health and Safety Hazard is a given condition or situation which, if not immediately corrected, could result in serious injury or death, including exposure to radiation and toxic/hazardous chemicals. Imminent Danger in relation to the facility safety envelope is a condition, situation, or proposed activity which, if not terminated, could cause, prevent mitigation of, or seriously increase the risk of (1) nuclear criticality, (2) radiation exposure, (3) fire/explosion, and/or (4) toxic hazardous chemical exposure.
- (b) Work Stoppage. In the event of an Imminent Health and Safety Hazard, an activity that could adversely affect the safe operation of, or could cause serious damage to the facility if allowed to continue, or an action that could result in the release of radiological or chemical hazards to the environment in excess of regulatory limits, identified by facility line management or operators or facility health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the imminent hazard situation shall immediately take actions to eliminate or mitigate the hazard (e.g., directing the operator/implementer of the activity or process causing the imminent hazard to stop work, initiating emergency response actions or other actions) to protect the health and safety of the workers and the public, and to protect DOE facilities and the environment. In the event an Imminent Health and Safety Hazard is identified, the individual or group identifying the hazard should coordinate with an appropriate Contractor official, who will direct the shutdown or other actions, as required. Such mitigating action(s) should subsequently be coordinated with the DOE and Contractor management. The suspension or stop-work order should be promptly confirmed in writing by the CO.
- (c) Shutdown. In the event of an imminent danger in relation to the facility safety envelope or a non-Imminent Health and Safety Hazard identified by facility line managers, facility operators, health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the potential health and safety hazard may recommend facility shutdown in addition to any immediate actions needed to mitigate the situation. However, the recommendation must be coordinated with Contractor management, and the DOE Site Manager. Any written direction to suspend operations shall be issued by the CO.
- (d) This clause flows down to all subcontractors at all tiers. Therefore, the Contractor shall insert a clause, modified appropriately to substitute “Contractor Representatives” for “the CO” in all subcontracts.

#### **H.26 DOE-H-2033 Alternative Dispute Resolution (Oct 2014)**

- (a) DOE and the Contractor both recognize that methods for fair and efficient resolution of contractual issues in controversy by mutual agreement are essential to the successful and timely completion of contract requirements. Accordingly, DOE and the Contractor shall use their best efforts to informally resolve any contractual issue in controversy by mutual agreement. Issues of controversy may include a dispute, claim, question, or other disagreement. The parties agree to negotiate with each other in good faith, recognizing their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties.

- (b) If a mutual agreement cannot be reached through negotiations within a reasonable period of time, the parties may use a process of alternate dispute resolution (ADR) in accordance with the clause at FAR 52.233-1 entitled, *Disputes*. The ADR process may involve mediation, facilitation, fact-finding, group conflict management, and conflict coaching by a neutral party. The neutral party may be an individual, a board comprised of independent experts, or a company with specific expertise in conflict resolution or expertise in the specific area of controversy. The neutral party will not render a binding decision, but will assist the parties in reaching a mutually satisfactory agreement. Any opinions of the neutral party shall not be admissible as evidence in any subsequent litigation proceedings.
- (c) Either party may request that the ADR process be used. The Contractor shall make a written request to the CO, and the CO shall make a written request to the appropriate official of the Contractor. A voluntary election by both parties is required to participate in the ADR process. The parties must agree on the procedures and terms of the process, and officials of both parties who have the authority to resolve the issue must participate in the agreed-upon process.
- (d) ADR procedures may be used at any time that the CO has the authority to resolve the issue in controversy. If a claim has been submitted by the Contractor, ADR procedures may be applied to all or a portion of the claim. If ADR procedures are used subsequent to issuance of a CO's final decision under the clause at FAR 52.233-1 entitled, *Disputes*, their use does not alter any of the time limitations or procedural requirements for filing an appeal of the CO's final decision and does not constitute reconsideration of the final decision.
- (e) If the CO rejects the Contractor's request for ADR proceedings, the CO shall provide the Contractor with a written explanation of the specific reasons the ADR process is not appropriate for the resolution of the dispute. If the Contractor rejects the CO's request to use ADR procedures, the Contractor shall provide the CO with the reasons for rejecting the request.

#### **H.27 DOE-H-2034 Contractor Interface with Other Contractors and/or Government Employees (Oct. 2014) (Revised)**

The Government may award contracts to other contractors for work to be performed at a DOE-owned or DOE-controlled site or facility. The Contractor shall cooperate fully with all other onsite DOE contractors and Government employees. The Contractor shall coordinate its own work with such other work as may be directed by the CO or a duly authorized representative. The Contractor shall not commit any act which will interfere with the performance of work by any other contractor or by a Government employee ~~and seek CO direction if there is an unresolved conflict.~~

The Contractor shall cooperate in a timely manner with DOE and any DOE contractor performing work at the site, especially DOE prime contractors. Cooperation includes, but is not limited to, working together to resolve interface and work performance issues; establishing schedules to support accommodation of the work being performed under the other contract(s); establishing work groups; participating in meetings (including quarterly DOE/Contractor interface meetings); providing access to applicable technical and contract information and data, such as schedule and milestone data; discussing technical matters related to SRS; and, providing access to Contractor facilities or areas. The Contractor shall ensure that its activities in support of the other prime contractors are fully coordinated with DOE and the other prime contractors.

The Contractor shall work with the Site M&O Contractor in the maintenance and execution of the SRS Interface Management Plan. The Interface Management Plan is an Interface Management tool only and does not take precedence over the requirements identified herein.

The Contractor is not authorized to direct and/or to provide oversight to any other SRS contractor, except as specified elsewhere in this contract or as directed by the CO. The CO has the authority to direct the Contractor to cease interference in the activities of other DOE contractors, and DOE retains oversight and approval authority for all SRS contracts. This includes Service Level Agreements between SRS contractors, which are subject to written consent to subcontract by the Contracting Officer per FAR 52.244-2(d), Subcontracts, as well as FAR cost principles including but not limited to FAR 31.205-26(e), Material costs.

The Contractor shall immediately notify the CO in writing if the Contractor's activities will interfere with any DOE contractor or if there is an interference or conflict with any DOE contractor in performance of the Contractor's activities in support of DOE or another DOE contractor.

## **H.28 DOE-H-2035 Organizational Conflict of Interest Management Plan (Oct 2014) (Revised)**

Within 15 days after the ~~NTPEffective date of the transition task order~~, the Contractor shall submit to the CO for approval an Organizational Conflict of Interest (OCI) Management Plan (Plan). The Plan shall describe the Contractor's program to identify, avoid, neutralize, or mitigate potential or actual conflicts of interest that exist or may arise during contract performance and otherwise comply with the requirements of the clause at DEAR 952.209-72 entitled, *Organizational Conflicts of Interest*. The Plan shall be periodically updated as required during the term of the contract. The Plan shall include, as a minimum, the following:

- (a) The procedures for identifying and evaluating past, present, and anticipated contracts of the Contractor, its related entities and other performing entities under the Contract.
- (b) The procedures the Contractor will utilize to avoid, neutralize, or mitigate potential or actual conflicts of interest.
- (c) The procedures for reporting actual or potential conflicts of interest to the CO. The resolution of potential or actual conflicts of interest that exist or may arise during contract performance shall be documented as part of the Plan.
- (d) The procedures the Contractor will utilize to oversee, implement, and update the Plan, to include assigning responsibility for management, oversight and compliance to an individual in the Contractor's organization with full authority to implement the Plan.
- (e) The procedures for ensuring all required representations, certifications and factual analyses are submitted to the CO for approval in a timely manner.
- (f) The procedures for protecting agency information that could lead to an unfair competitive advantage if disclosed including collecting disclosure agreements covering all individuals, subcontractors, and other entities with access to agency-sensitive information and physical safeguarding of such information.
- (g) An OCI training and awareness program that includes periodic, recurring training and a process to evidence employee participation.
- (h) The enforceable, employee disciplinary actions to be used by the Contractor for violation of OCI requirements.

## **H.29 DOE-H-2043 Assignment and Transfer of Prime Contracts and Subcontracts (Oct 2014) (Revised)**

- (a) Assignment and Transfer of other DOE Prime Contracts. During the period of performance (POP) of this Contract it may become necessary for the DOE to transfer and assign existing or future DOE prime contracts in whole or in part supporting site work to this Contract. The Contractor shall accept the transfers and assignments of contracts. Transfer and assignment of prime contracts to the Contractor, if any, will be for administration purposes, and once transferred, will become subcontracts to the Contractor. Any recommendations and/or suggestions on individual transfers shall be submitted in writing to the CO prior to the transfer or assignment.
- (b) Assignment and Transfer of this Prime Contract. During the POP of this Contract it may become necessary for the DOE to transfer and assign in whole or in part this Contract to another DOE contractor. The Contractor shall accept the transfers and assignment. Transfer and assignment, if any, will be for administration purposes, and once transferred, will become a subcontract to the assignee. Any recommendations and/or suggestions on individual transfers shall be submitted in writing to the CO prior to the transfer or assignment.
- (c) Transfer and Assignment of Subcontracts. The Contractor agrees to transfer and assign or accept transfer and assignment of existing subcontracts including lower-tier subcontracts as determined necessary by DOE for continuity of operations. The transfer and assignment may be to or from another contractor or to or from DOE as a prime contractor. Transfer or assignment of subcontracts to or from the Contractor, if any, will be for administration purposes, and once transferred, will become subcontracts to the Contractor. The Contractor shall use its best efforts to negotiate changes to the assigned subcontracts incorporating mandatory flow-down provisions at no cost. If the subcontractor refuses to accept the changes or requests price adjustments, the Contractor will notify the CO in writing. This Clause is required as a flow-down clause in all subcontracts.

## **H.30 DOE-H-2045 Contractor Community Commitment (Oct 2014) (Revised)**

- (a) The Contractor shall submit to DOE an annual plan for community commitment activities and report on program progress semi-annually.
- (b) The Contractor's annual plan for community commitment activities will identify those meaningful actions and activities that it intends to implement within the surrounding counties and local municipalities. The Contractor may engage in any community actions or activities it determines meets the objectives of DOE's community commitment policy. It is the policy of the DOE to be a constructive partner in the geographic region in which DOE conducts its business. The basic elements of this policy include: (1) Recognizing the diverse interests of the region and its stakeholders, (2) engaging regional stakeholders in issues and concerns of mutual interest, and (3) recognizing that giving back to the community is a worthwhile business practice. Accordingly, the Contractor agrees that its business operations and performance under the Contract will be consistent with the intent of the policy and elements set forth above. Actions and activities in the areas listed below are representative of the areas in which the Contractor may choose to perform. However, the list is not all-inclusive and is not intended to preclude the Contractor from initiating and performing other constructive community activities nor involvement in charitable endeavors it deems worthwhile.
  - (1) Regional educational outreach programs. The objectives of these programs include teacher enhancement, student support, curriculum enhancement, educational technology, public understanding, and providing the services of contractor employees to schools, colleges, and



universities. Regional educational outreach programs could involve providing contractor employees the opportunity to improve their employment skills and opportunities by an educational assistance allowance, provision for outside training programs either during or outside regular work hours, or executive training programs for non-executive employees. This could also involve participating in activities that foster relationships with regional educational institutions and other institutions of higher learning, or encouraging students to pursue science, engineering, and technology careers.

- (2) Regional purchasing programs. The Contractor may conduct business alliances with regional vendors. These alliances may include training and mentoring programs to enable regional vendors to compete effectively for subcontracts and purchase orders and/or assistance with the development of business systems (accounting, budget, payroll, property, etc.), to enable regional vendors to meet the audit and reporting requirements of the Contractor and DOE. These alliances may also serve to encourage the formation of regional trade associations, which will better enable regional businesses to satisfy the Contractor's needs.

The Contractor may coordinate and cooperate with the Chambers of Commerce, Small Business Development Centers, and like organizations, and make prospective regional vendors aware of any assistance that may be available from these entities. DOE encourages the use of regional vendors in fulfilling contract requirements.

- (3) Community support. The Contractor may directly sponsor specific local community activities or sponsor individual employees to work with a specific local community activity. The Contractor may provide support and assistance to community service organizations. The Contractor may support strategic partnerships with professional and scientific organizations to enhance recruitment into all levels of its organization.
- (c) The Contractor may use fee dollars to pay for its community commitment actions, as it deems appropriate. All costs to be incurred by the Contractor for community commitment actions and activities are unallowable and non-reimbursable under the contract.
- (d) The Contractor shall encourage its subcontractors, at all tiers, to participate in these activities.

### **H.31 DOE-H-2046 Diversity Program (Oct 2014)**

- (a) The Contractor shall develop and implement a diversity program consistent with and in support of the DOE's diversity program. A diversity plan covering the full period of performance shall be submitted to the CO for approval within 60 calendar days after the ~~NTP~~effective date of the Liquid Waste Program Operations. Once the diversity plan is approved by the CO, the Contractor shall implement the diversity plan within 30 calendar days of its approval by the CO.
- (b) The diversity plan shall address, at a minimum, the Contractor's approach, to ensure an effective diversity program (including addressing applicable affirmative action and equal employment opportunity regulations) to include:
- (1) A statement of the Contractor's policies and practices; and
  - (2) Planned initiatives and activities that demonstrate a commitment to a diversity program, including recruitment strategies for hiring a diverse workforce. The diversity program shall also address, at a minimum, the Contractor's approach for promoting diversity through (1) the Contractor's workforce; (2) educational outreach, including a mentor/protégé program; (3) stakeholder involvement and outreach; (4) subcontracting; and (5) economic development.

- (c) An annual diversity report shall be submitted pursuant to Section J, Attachment J-7 entitled, *Contract Deliverables*. This report shall provide a list of accomplishments achieved, both internally and externally during the current reporting period, and projected initiatives during the next reporting period. The report shall also list any proposed changes to the diversity plan which shall be subject to the CO's approval.

### **H.32 DOE-H-2048 Public Affairs – Contractor Releases of Information (Oct 2014)**

In implementation of the clause DEAR 952.204-75 entitled, *Public Affairs*, all communications or releases of information to the public, the media, or Members of Congress prepared by the Contractor related to work performed under the contract shall be reviewed and approved by DOE prior to issuance. Therefore, the Contractor shall, at least 10 calendar days prior to the planned issue date, submit a draft copy to the CO of any planned communications or releases of information to the public, the media, or Members of Congress related to work performed under this contract. The CO will obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

### **H.33 DOE-H-2052 Representations, Certifications, and Other Statements of the Offeror (Oct 2014) (Revised)**

The Contractor's Representations, Certifications, and Other Statements, dated [Offeror Fill-In] made in response to Solicitation No. [Offeror Fill-In] are hereby incorporated into the contract.

### **H.34 DOE-H-2053 Worker Safety and Health Program in Accordance with 10 CFR 851 (Oct 2014)**

- (a) The Contractor shall comply with all applicable safety and health requirements set forth in 10 CFR 851, *Worker Safety and Health Program*, and any applicable DOE Directives incorporated into the Contract. The Contractor shall develop, implement, and maintain a written Worker Safety and Health Program (WSHP) which shall describe the Contractor's method for complying with and implementing the applicable requirements of 10 CFR 851. The WSHP shall be submitted to and approved by DOE. The approved WSHP must be implemented prior to the start of work. In performance of the work, the Contractor shall provide a safe and healthful workplace and must comply with its approved WSHP and all applicable federal and state environment, health, and safety regulations.
- (b) The Contractor shall take all reasonable precautions to protect the environment, health, and safety of its employees, DOE personnel, and members of the public. When more than one contractor works in a shared workplace, the Contractor shall coordinate with the other contractors to ensure roles, responsibilities, and worker safety and health provisions are clearly delineated. The Contractor shall participate in all emergency response drills and exercises related to the Contractor's work, and interface with other DOE contractors.
- (c) The Contractor shall take all necessary and reasonable steps to minimize the impact of its work on DOE functions and employees, and immediately report all job-related injuries and/or illnesses which occur in any DOE facility to the Contracting Officer Representative (COR). Upon request, the Contractor shall provide to the COR a copy of occupational safety and health self-assessments and/or inspections of work sites for job hazards for work performed at DOE facilities.
- (d) The CO may notify the Contractor, in writing, of any noncompliance with the terms of this clause, and the corrective action(s) to be taken. After receipt of such notice, the Contractor shall immediately take such corrective action(s).

- (e) In the event that the Contractor fails to comply with the terms and conditions of this clause, the CO may, without prejudice to any other legal or contractual rights, issue a stop-work order halting all or any part of the work. Thereafter, the CO may, at his or her discretion, cancel the stop-work order so that the performance of work may be resumed. The Contractor shall not be entitled to an equitable adjustment of the contract amount or extension of the performance schedule due to any stop-work order issued under this clause.
- (f) The Contractor shall flow down the requirements of this clause to all subcontracts at any tier.
- (g) In the event of a conflict between the requirements of this clause and 10 CFR 851, the requirements of 10 CFR 851 shall take precedence.

### **H.35 DOE-H-2058 Designation and Consent of Teaming Subcontracts – Alternate I (Oct 2014) (Revised)**

- (a) The following subcontractors have been determined to be Teaming Subcontractors:

[Offeror Fill-In]

- (b) In the event that the Contractor plans either to award or use a new teaming subcontract or replace an existing, approved teaming subcontract identified in paragraph (a) above, the Contractor shall provide advance notification to, and obtain consent from, the Contracting Officer, notwithstanding the consent requirements under any approved purchasing system or any other terms or conditions of the contract. Consent to these subcontracts is retained by the Contracting Officer and will not be delegated.
- (c) In the event that the Contractor proposes to use a new, or replace, one or more of the approved Teaming Subcontractors identified in paragraph (a) above in performance of an individual Task Order, the Contractor shall provide advance notification to, and obtain consent from the cognizant Contracting Officer notwithstanding any other terms and conditions of the contract. Consent of these subcontracts is retained by the cognizant Contracting Officer for the Task Order and will not be delegated. The requirements of this paragraph (c) apply when the Contractor proposes the use of a new Teaming Subcontractor either prior to or subsequent to the award of the individual Task Order. The Contractor shall provide rationale and a detailed explanation including the equivalency or similarity of the experience and qualifications to the above listed Teaming Subcontractor and any other information requested by the cognizant Contracting Officer. Consent may be provided on a one-time basis only and should not be construed as authorizing the use of the new Teaming Subcontractor on future Task Orders.

### **H.36 DOE-H-2059 Preservation of Antiquities, Wildlife, and Land Areas (Oct 2014)**

- (a) Federal Law provides for the protection of antiquities located on land owned or controlled by the Government. Antiquities include Indian graves or campsites, relics and artifacts. The Contractor shall control the movements of its personnel and its subcontractor's personnel at the job site to ensure that any existing antiquities discovered thereon will not be disturbed or destroyed by such personnel. It shall be the duty of the Contractor to report to the Contracting Officer the existence of any antiquities so discovered.
- (b) The Contractor shall also preserve all vegetation (including wetlands) except where such vegetation must be removed for survey or construction purposes. Any removal of vegetation shall be in accordance with the terms of applicable habitat mitigation plans and permits. Furthermore, all wildlife must be protected consistent with programs approved by the Contracting Officer.

- (c) Except as required by or specifically provided for in other provisions of this contract, the Contractor shall not perform any excavations, earth borrow, preparation of borrow areas, or otherwise disturb the surface soils within the job site without the prior approval of DOE or its designee.

### **H.37 DOE-H-2061 Change Order Accounting (Oct 2014)**

The Contractor shall maintain change order accounting whenever the estimated cost of a change or series of related changes exceeds \$100,000. The Contractor, for each change or series of related changes, shall maintain separate accounts, by job order or other suitable accounting procedure, of all incurred segregable, direct costs (less allocable credits) of work, both changed and not changed, allocable to the change. The Contractor shall maintain such accounts until the parties agree to an equitable adjustment for the changes ordered by the CO or the matter is conclusively disposed of in accordance with the Disputes clause.

### **H.38 DOE-H-2063 Confidentiality of Information (Oct 2014) (Revised)**

- (a) Performance of work under this Contract may result in the Contractor having access to Controlled Unclassified Information (CUI), including Official Use Only (OUO) information, via written or electronic documents, or by virtue of having access to DOE's electronic or other systems. Such CUI includes personally identifiable information (such as social security account numbers) or proprietary business, technical, or financial information belonging to the Government or other companies or organizations. The Contractor shall treat this information as confidential and agrees not to use this information for its own purposes, or to disclose the information to third parties, unless specifically authorized to do so in writing by the CO.
- (b) The restrictions set out in paragraph (a) above, however, do not apply to:
  - (1) Information which, at the time of receipt by the Contractor, is in the public domain;
  - (2) Information which, subsequent to receipt by the Contractor, becomes part of the public domain through no fault or action of the Contractor;
  - (3) Information which the Contractor can demonstrate was previously in its possession and was not acquired directly or indirectly as a result of access obtained by performing work under this contract;
  - (4) Information which the Contractor can demonstrate was received from a third party who did not require the Contractor to hold it in confidence; or
  - (5) Information which is subject to release under applicable law.
- (c) The Contractor shall obtain a written agreement from each of its employees who are granted access to, or furnished with, confidential information, whereby the employee agrees that he or she will not discuss, divulge, or disclose any such information to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract. The agreement shall be in a form satisfactory to the CO.
- (d) Upon request of the CO, the Contractor agrees to execute an agreement with any party which provides CUI to the Contractor pursuant to this contract, or whose facilities the Contractor is given access to that restrict use and disclosure of CUI obtained by the Contractor. A copy of the agreement, which shall include all material aspects of this clause, shall be provided to the CO for approval.

- (e) Upon request of the CO, the Contractor shall supply the Government with reports itemizing the confidential or proprietary information it receives under this contract and identify the source (company, companies or other organizations) of the information.
- (f) The Contractor agrees to flow down this clause to all subcontracts issued under this contract.

### **H.39 DOE-H-2064 Use of Information Technology Equipment, Software, and Third Party Services - Alternate I (Oct 2014)**

- (a) Acquisition of Information Technology. The Government may provide information technology equipment, existing computer software (as described in 48 CFR 27.405), and third party services for the Contractor's use in the performance of the contract; and the Contracting Officer may provide guidance to the Contractor regarding usage of such equipment, software, and third party services. The Contractor is not authorized to acquire (lease or purchase) information technology equipment, existing computer software, or third party services at the Government's direct expense without prior written approval of the Contracting Officer. Should the Contractor propose to acquire information technology equipment, existing computer software, or third party services, the Contractor shall provide to the Contracting Officer justification for the need, including a complete description of the equipment, software or third party service to be acquired, and a lease versus purchase analysis if appropriate.
- (b) The Contractor shall immediately provide written notice to the Contracting Officer's Representative when an employee of the Contractor no longer requires access to the Government information technology systems.
- (c) The Contractor shall not violate any software licensing agreement, or cause the Government to violate any licensing agreement.
- (d) The Contractor agrees that its employees will not use, copy, disclose, modify, or reverse engineer existing computer software provided to it by the Government except as permitted by the license agreement or any other terms and conditions under which the software is made available to the Contractor.
- (e) If at any time during the performance of this contract the Contractor has reason to believe that its utilization of Government furnished existing computer software may involve or result in a violation of the software licensing agreement, the Contractor shall promptly notify the Contracting Officer, in writing, of the pertinent facts and circumstances. Pending direction from the Contracting Officer, the Contractor shall continue performance of the work required under this contract without utilizing the software.
- (f) The Contractor agrees to include the requirements of this clause in all subcontracts at any tier.
- (g) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified ~~below~~in Section J, Attachment J-2, in implementing the requirements of this clause. The Contracting Officer, may, at any time, unilaterally amend this clause in order to add, modify or delete specific requirements.

### **H.40 DOE-H-2065 Reporting of Fraud, Waste, Abuse, Corruption, or Mismanagement (Oct 2014)**

The Contractor shall comply with the following:

- (a) Notify employees annually of their duty to report allegations of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to DOE programs, operations, facilities,

contracts, or information technology systems to an appropriate authority (e.g., OIG, other law enforcement, supervisor, employee concerns office, security officials). Examples of violations to be reported include, but are not limited to, allegations of false statements; false claims; bribery; kickbacks; fraud; DOE environment, safety, and health violations; theft; computer crimes; contractor mischarging; conflicts of interest; and conspiracy to commit any of these acts. Contractors must also ensure that their employees are aware that they may always report incidents or information directly to the Office of Inspector General (OIG).

- (b) Display the OIG hotline telephone number in buildings and common areas such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies.
- (c) Publish the OIG hotline telephone number in telephone books and newsletters under the Contractor's cognizance.
- (d) Ensure that its employees report to the OIG within a reasonable period of time, but not later than 24 hours after discovery, all alleged violations of law, regulations, or policy, including incidents of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement, that have been referred to Federal, State, or local law enforcement entities.
- (e) Ensure that its employees report to the OIG any allegations of reprisals taken against employees who have reported to the OIG fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement.
- (f) Ensure that its managers do not retaliate against DOE contractor employees who report fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement.
- (g) Ensure that all their employees understand that they must –
  - (1) Comply with requests for interviews and briefings and must provide affidavits or sworn statements, if so requested by an employee of the OIG so designated to take affidavits or sworn statements;
  - (2) Not impede or hinder another employee's cooperation with the OIG; and
  - (3) Not take reprisals against DOE contractor employees who cooperate with or disclose information to the OIG or other lawful appropriate authority.
- (h) Seek more specific guidance concerning reporting of fraud, waste, abuse, corruption, or mismanagement, and cooperation with the Inspector General, in DOE directives.

#### **H.41 DOE-H-2068 Conference Management (Oct 2014)**

The Contractor agrees that:

- (a) The Contractor shall ensure that contractor-sponsored conferences reflect the DOE/NNSA's commitment to fiscal responsibility, appropriate stewardship of taxpayer funds and support the mission of DOE/NNSA as well as other sponsors of work. In addition, the Contractor will ensure conferences do not include any activities that create the appearance of taxpayer funds being used in a questionable manner.
- (b) For the purposes of this clause, "conference" is defined in Attachment 2 to the Deputy Secretary's memorandum of August 17, 2015, entitled *Updated Guidance on Conference-Related Activities and Spending*.



- (c) Contractor-sponsored conferences include those events that meet the conference definition and either or both of the following:
  - (1) The Contractor provides funding to plan, promote, or implement an event, except in instances where a contractor:
    - (i) Covers participation costs in a conference for specified individuals (e.g., students, retirees, speakers, etc.) in a total amount not to exceed \$10,000 (by individual contractor for a specific conference); or
    - (ii) Purchases goods or services from the conference planners (e.g., attendee registration fees, renting booth space).
  - (2) The Contractor authorizes use of its official seal, or other seals/logos/ trademarks to promote a conference. Exceptions include non-M&O contractors who use their seal to promote a conference that is unrelated to their DOE contract(s) (e.g., if a DOE IT contractor were to host a general conference on cyber security).
- (d) Attending a conference, giving a speech or serving as an honorary chairperson does not connote sponsorship.
- (e) The Contractor will provide information on conferences they plan to sponsor with expected costs exceeding \$100,000 in the Department's Conference Management Tool, including:
  - (1) Conference title, description, and date;
  - (2) Location and venue;
  - (3) Description of any unusual expenses (e.g., promotional items);
  - (4) Description of contracting procedures used (e.g., competition for space/support);
  - (5) Costs for space, food/beverages, audio visual, travel / per diem, registration costs, recovered costs (e.g., through exhibit fees); and
  - (6) Number of attendees.
- (f) The Contractor will not expend funds on the proposed contractor-sponsored conferences with expenditures estimated to exceed \$100,000 until notified of approval by the CO.
- (g) For DOE-sponsored conferences, the contractor will not expend funds on the proposed conference until notified by the CO.
  - (1) DOE-sponsored conferences include events that meet the definition of a conference and where the Department provides funding to plan, promote, or implement the conference and/or authorizes use of the official DOE seal, or other seals/logos/trademarks to promote a conference. Exceptions include instances where DOE:
    - (i) Covers participation costs in a conference for specified individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed \$10,000 (by individual contractor for a specific conference); or
    - (ii) Purchases goods or services from the conference planners (e.g., attendee registration fees; renting booth space) or provides funding to the conference planners through Federal grants.

- (2) Attending a conference, giving a speech, or serving as an honorary chairperson does not connote sponsorship.
- (3) The Contractor will provide cost and attendance information on their participation in all DOE-sponsored conference in the DOE Conference Management Tool.
- (h) For non-Contractor sponsored conferences, the Contractor shall develop and implement a process to ensure costs related to conferences are allowable, allocable, reasonable, and further the mission of DOE/NNSA. This process must at a minimum:
  - (1) Track all conference expenses; and
  - (2) Require the Laboratory Director (or equivalent) or Chief Operating Officer approve a single conference with net costs to the contractor of \$100,000 or greater.
- (i) Contractors are not required to enter information on non-sponsored conferences in DOE's Conference Management Tool.
- (j) Once funds have been expended on a non-sponsored conference, contractors may not authorize the use of their trademarks/logos for the conference, provide the conference planners with more than \$10,000 for specified individuals to participate in the conference, or provide any other sponsorship funding for the conference. If a contractor does so, its expenditures for the conference may be deemed unallowable.

#### **H.42 DOE-H-2069 Payments for Domestic Extended Personnel Assignments (Oct 2014) (Revised)**

- (a) Definition. For purposes of this clause, “domestic extended personnel assignments” are defined as any assignment of contractor personnel to a domestic location different than (and more than 50 miles from) their permanent duty station for a period expected to exceed 30 consecutive calendar days.
- (b) For domestic extended personnel assignments, the Contractor shall be reimbursed the lesser of temporary relocation costs (Temporary Change of Station allowances as described in the Federal Travel Regulation at §302-3.400 - §302-3.429) or a reduced per diem (Extended Travel Duty) in accordance with the allowable cost provisions of the contract and the following:
  - (1) When a reduced per diem method (Extended Travel Duty) is utilized, the allowances are as follows:
    - (i) Lodging. For the first 60 days and last 30 days of the assignment, the Government will reimburse costs associated with lodging at the lesser of actual cost or 100% of the Federal per diem rate at the assignment location. The intervening days' lodging will be reimbursed at the lesser of actual cost or 55% of Federal per diem.
    - (ii) Meals and Incidental Expenses. For the first 30 days and last 30 days of the assignment, the Government will reimburse costs associated with meals and incidental expenses (M&IE) at a rate not to exceed 100% of the Federal per diem rate at the assignment location. The intervening days M&IE will be reimbursed at a reduced rate, not to exceed 55% of Federal per diem.
    - (iii) Receipts are required to substantiate all lodging expenses and any other authorized expense greater than \$75.
  - (2) The Government will not reimburse any costs associated with per diem (except for en route travel) unless the contractor employee maintains a residence at the permanent duty station.

- (3) The Government will not reimburse costs associated with salary premiums, per diem, lodging, or other subsidies for contractor employees on domestic extended personnel assignments after three (3) years (except for the reimbursements described above during the last 30 days of the assignment).
- (4) If an assignment has breaks within a three-year period, the calculation of the total length of the assignment will be as follows: If the break between assignments is less than 12 months, the Government will consider the assignment continuous for purposes of the three-year clock. For instance, if a contractor employee completes a two-year assignment at location A and returns to his/her permanent duty station for 12 months, a subsequent new two-year assignment back to location A will restart the three-year clock. The assignments will be considered two separate two-year assignments. On the other hand, if in the previous example the employee's return to his/her permanent duty station was for six months, the Government would consider the second assignment to be a continuation of the first for purposes of the three-year rule.
- (5) The Government will not reimburse costs associated with salary premiums that exceed 10% of base salary.
- (6) The Contractor shall include the substance of this clause in all subcontracts in which travel will be reimbursed at cost.

#### **H.43 DOE-H-2070 Key Personnel – Alternate I (Oct 2014) (Revised)**

- (a) Pursuant to the clause DEAR 952.215-70 entitled, *Key Personnel*, the required key personnel for this Contract are identified below (Table H-1):

**Table H-1. Key Personnel**

<b>Name</b>	<b>Position</b>
[Offeror Fill-In]	Program Manager
[Offeror Fill-In]	Operations Manager
[Offeror Fill-In]	Engineering Manager
[Offeror Fill-In]	Business Manager
[Offeror Fill-In]	Environment, Safety, Health, and Quality (ESH & Q) Manager*
[Offeror Fill-In]	As applicable

\*Manager responsible for environmental and regulatory compliance, performance assessments, and NDAA Section 3116 compliance.

In addition to the requirement for the CO's approval before removing, replacing, or diverting any of the listed key personnel, the CO's approval is also required for any change to the position assignment of a current key person.

- (1) Key personnel team requirements. The CO and designated COR(s) shall have direct access to the key personnel assigned to the contract. All key personnel shall be assigned full-time to their respective positions and their permanent duty station is located on the Savannah River Site or within the local area. The Contractor shall notify the CO and request approval in writing at least 60 days in advance of any changes to key personnel.

- (2) No key person position shall remain vacant for a period more than 30 days following CO approval of a change in key personnel or the Contractor will be subject to reduction of fee according to (c)(1) or (c)(2) below respective to the key position vacated.
- (3) Approval of changes to key personnel is at the unilateral discretion of the CO.
- (b) Definitions. In addition to the definitions contained in the clause DEAR 952.215-70, the following shall apply:
  - (1) Key personnel are considered “managerial personnel” under the clause DEAR 952.231-71 entitled, *Insurance – Litigation and Claims*.
  - (2) For the purposes of this Clause, “Changes to Key Personnel,” is defined as: (i) any change to the position assignment of a current key person under the Contract, except for a person who acts for short periods of time, in the place of a key person during his or her absence, the total time of which shall not exceed 30 working days during any given year (ii) utilizing the services of a new substitute key person for assignment to the Contract beyond 30 working days; or (iii) assigning a current key person for work outside the Contract.
  - (3) For the purposes of this Clause, “Beyond the Contractor’s Control,” is defined as an event for which the Contractor lacked legal authority or ability to prevent “Changes to Key Personnel.”
- (c) Contract fee reductions for changes to Key Personnel.

Any key person changes according to the definition for “Changes to Key Personnel” above shall be subject to reduction of fee according to (c)(1) or (c)(2) below respective to the key position vacated.

- (1) Notwithstanding the approval by the CO, any time the Program Manager is removed, replaced, or diverted within three years of being placed in the position, the earned fee under the Contract may be permanently reduced by \$1,000,000.00 for each and every such occurrence. A change to a key person “Beyond the Contractor’s Control” shall not result in a permanent reduction of fee under this subsection.
- (2) Notwithstanding the approval by the CO, any time a key person other than the Program Manager is removed, replaced, or diverted within three years of being placed in the position, the earned fee may be permanently reduced by \$500,000.00 for each and every such occurrence. A change to a key person, other than the Program Manager, “Beyond the Contractor’s Control” shall not result in a permanent reduction of fee under this subsection.
- (3) The Contractor may request in writing that the CO consider waiving all or part of a reduction in earned fee. Such written request shall include the Contractor’s basis for the removal, replacement, or diversion of any key personnel. The CO shall have the unilateral discretion to make the determination to waive all or part of the reduction in earned fee.

#### **H.44 DOE-H-2071 Department of Energy Directives (Oct 2014)**

- (a) In performing work under this contract, the Contractor shall comply with the requirements of those Department of Energy (DOE) directives, or parts thereof listed in Section J, Attachment J-2.
- (b) The Contracting Officer may, at any time, unilaterally amend this clause, or other clauses which incorporate DOE directives, in order to add, modify or delete specific requirements. Prior to revising the listing of directives, the Contracting Officer shall notify the Contractor in writing of the Department's intent to revise the list, and the Contractor shall be provided with the opportunity to

assess the effect of the Contractor's compliance with the revised list on contract cost and funding, technical performance, and schedule, and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the Contracting Officer's notice, the Contractor shall advise the Contracting Officer in writing of the potential impact of the Contractor's compliance with the revised list. Based on the information provided by the Contractor and any other information available, the Contracting Officer shall decide whether to revise the listing of directives and so advise the Contractor not later than 30 days prior to the effective date of the revision.

- (c) Notwithstanding the process described in paragraph (b), the Contracting Officer may direct the Contractor to immediately begin compliance with the requirements of any directive.
- (d) The Contractor and the Contracting Officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision pursuant to the changes clauses in Section I of this contract.
- (e) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor shall include this clause in all subcontracts to the extent necessary to ensure the Contractor's compliance with these requirements.

#### **H.45 DOE-H-2072 Use of Government Vehicles by Contractor Employees (Oct 2014)**

- (a) The Government will provide Government-owned and/or Government-leased motor vehicles for the Contractor's use in performance of this contract in accordance with the clause FAR 52.245-1 entitled, *Government Property* and FAR 52.251-2 entitled, *Interagency Fleet Management System Vehicles and Related Services*.
- (b) The Contractor shall ensure that its employees use and operate Government-owned and/or Government-leased motor vehicles in a responsible and safe manner to include the following requirements:
  - (1) Use vehicles only for official purposes and solely in the performance of the Contract.
  - (2) Do not use vehicles for transportation between an employee's residence and place of employment, unless authorized by the CO.
  - (3) Comply with Federal, state and local laws and regulations for the operation of motor vehicles.
  - (4) Possess a valid state, District of Columbia, or commonwealth's operator license or permit for the type of vehicle to be operated.
  - (5) Operate vehicles in accordance with the operator's packet furnished with each vehicle.
  - (6) Use seat belts while operating or riding in a Government vehicle.
  - (7) Do not use tobacco products while operating or riding in a Government vehicle.
  - (8) Do not provide transportation to strangers or hitchhikers.
  - (9) Do not engage in "text messaging" while operating a Government vehicle, which includes those activities defined in the clause FAR 52.223-18 entitled, *Encouraging Contractor Policies to Ban Text Messaging While Driving*.

- (10) In the event of an accident, provide information as may be required by state, county or municipal authorities and as directed by the CO.

(c) The Contractor shall:

- (1) Establish and enforce suitable penalties against employees who use, or authorize the use of Government vehicles for unofficial purposes or for other than in the performance of the contract; and
- (2) Pay any expenses or cost, without Government reimbursement, for using Government vehicles other than in the performance of the contract.

(d) The Contractor shall insert this clause in all subcontracts in which Government-owned and/or Government-leased vehicles are to be provided for use by subcontractor employees.

#### **H.46 DOE-H-2075 Prohibition on Funding For Certain Nondisclosure Agreements (Oct 2014)**

The Contractor agrees that:

- (a) No cost associated with implementation or enforcement of nondisclosure policies, forms or agreements shall be allowable under this Contract if such policies, forms or agreements do not contain the following provisions: “These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive Orders and statutory provisions are incorporated into this agreement and are controlling.”
- (b) The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (c) Notwithstanding the provisions of paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

#### **H.47 DOE-H-2076 Lobbying Restrictions (Nov 2018)**

In accordance with 18 U.S.C. § 1913, the Contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress. This restriction is in addition to those prescribed elsewhere in statute and regulation.



#### **H.48 DOE-H-2078 Multifactor Authentication for Information Systems**

The Contractor shall take all necessary actions to achieve multifactor authentication (MFA) for standard and privileged user accounts of all classified and unclassified networks. In so doing, the Contractor shall comply with the requirements and procedures established in the document "U.S. Department of Energy Multifactor Authentication Implementation Approach" and its appendices as determined by the Contracting Officer.

#### **H.49 DOE-H-2080 Agreement Regarding Workplace Substance Abuse Programs at DOE Sites (Apr 2018)**

- (a) Program implementation. The Contractor shall, consistent with 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, incorporated herein by reference with full force and effect, develop, implement, and maintain a workplace substance abuse program.
- (b) Remedies. In addition to any other remedies available to the Government, the Contractor's failure to comply with the requirements of 10 CFR part 707 or to perform in a manner consistent with its approved program may render the Contractor subject to: the suspension of contract payments, or, where applicable, a reduction in fee; termination for default; and suspension or debarment.
- (c) Subcontracts.
  - (1) The Contractor agrees to notify the Contracting Officer reasonably in advance of, but not later than 30 days prior to, the award of any subcontract the Contractor believes may be subject to the requirements of 10 CFR part 707, unless the Contracting Officer agrees to a different date.
  - (2) The Contractor shall require all subcontracts subject to the provisions of 10 CFR part 707 to agree to develop and implement a workplace substance abuse program that complies with the requirements of 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, as a condition for award of the subcontract. The Contractor shall review and approve each subcontractor's program, and shall periodically monitor each subcontractor's implementation of the program for effectiveness and compliance with 10 CFR part 707.
  - (3) The Contractor agrees to include, and require the inclusion of, the requirements of this clause in all subcontracts, at any tier, that are subject to the provisions of 10 CFR part 707.

### **OTHER CLAUSES**

#### **H.50 Task Ordering Procedure**

- (a) A Task Order may be issued under this Master IDIQ Contract for any work scope covered by Section C, Performance Work Statement. Task Orders may be issued as Firm-Fixed-Price (FFP) or Cost-Reimbursement (CR).
- (b) All Task Orders shall be completed in accordance with the Master IDIQ Contract requirements, in addition to the requirements as stated within the Task Order. In the event of a conflict between the Task Order and the Contractor's Task Order proposal, the Task Order shall prevail.
- (c) Prior to issuing a Task Order, the CO will provide the Contractor with a Request for Task Order Proposal (RTP) including, at a minimum, the following:
  - (1) A Task Order PWS providing the functional description/requirements of the work, deliverables, Government-furnished items (if any), and period of performance, as well as identifying the objectives or results desired from the contemplated Task Order;

- (2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met;
  - (3) The requirements for the Contractor's Task Order proposal (see reference paragraph (f) below); and
  - (4) A response time for submitting the Task Order proposal.
- (d) Task Orders will be issued on forms specified and provided by the Government. Task Orders will be numbered. All Task Order modifications will be issued in writing on a Standard Form 30 and will be numbered sequentially.
- (e) If time constraints do not permit issuance of a fully defined Task Order in accordance with the procedures described in this clause, the CO may issue an undefinitized Task Order which includes a Not-To-Exceed ceiling cost/price for which all the terms and conditions will be subsequently negotiated and definitized at a later date. This will only apply in exceptional circumstances, and the Contractor shall support the definitization schedule established by the Government.
- (f) The Contractor's Task Order Proposals shall include the following, as applicable to individual Task Orders:
- (1) Discussion of the technical approach for performing the work;
  - (2) Date of commencement of work and any necessary revision to the schedule of performance stipulated by the Government;
  - (3) A fragnet of the detailed resource-loaded schedule for that Task Order's scope of work. The Contractor shall also provide a copy of the Integrated Master Schedule showing the inclusion of the proposed Task Order's scope of work identifying the logic ties and dependencies between already contracted Task Order scopes of work and the new Task Order work scope. This IMS copy forms the basis for the Baseline Change Request (BCR) or Baseline Change Proposal (BCP) upon Task Order award. Both the schedule fragnet and the IMS schedules submitted as part of the Task Order proposal must meet EVMS requirements; (including required task order baseline submission representing the cost, schedule, and entire scope over the period of performance of the associated task);
  - (4) The Contractor shall submit Task Order proposals in accordance with FAR Part 15, Table 15-2 – Instructions for Submitting Cost/Price Proposals When Certified Cost or Pricing Data Are Required. If the value of the Task Order Proposal does not exceed the threshold for certified cost or pricing data, the CO may require information other than cost or pricing data, including information related to prices and cost that would otherwise be defined as cost or pricing data if certified. Information other than cost or pricing data may be submitted in the Contractor's own format, unless the CO decides that use of a specific format is essential, and the format has been described in the RTP. Additionally, the Contractor shall utilize the rates included in Attachment J-10, *IDIQ Labor Rate Schedule*, for applicable labor categories;
  - (5) WBS Dictionary Sheets required to a WBS level to be determined post award by DOE (the WBS submittal shall include a data column which cross references the WBS elements at the lowest level to the appropriate Contract Line Item Number);
  - (6) Time-phased cost estimate at the WBS or Control Account level (to be determined by DOE);
  - (7) Basis of estimate at the WBS level or Control Account level (to be determined by DOE);

- (8) Task Order proposals shall comply and be in accordance with FAR Part 31 – Contract Cost Principles and Procedures;
  - (9) Proposed deviations (if any) from the stated PWS requirements;
  - (10) Contractor’s proposed fee or profit; and
  - (11) Any other information required to determine the reasonableness of the Contractor's proposal.
- (g) With the exception of the Transition Task Order, the Contractor’s Task Order Proposals shall include separate small business subcontracting goals that afford small businesses with the maximum practicable opportunity to participate in Task Order performance consistent with efficient performance. In developing its proposed separate small business subcontracting goals, the Contractor shall establish minimum goals for each small business category for each Task Order to ensure overall cumulative compliance with the following small business subcontracting goals for the Master IDIQ Contract:

<b>Small Business Category</b>	<b>Small Business Goals (Percentages are based on the total available subcontracting dollars)</b>
Small Businesses (categories below are subsets within this category)	50%
Veteran-Owned Small Business (VOSB)	3%
Service-Disabled Veteran-Owned Small Business (SDVOSB)	3%
Historically Underutilized Business Zone (HUBZone)	3%
Small Disadvantaged Business	5%
Women-Owned Small Business	20%
*The small business subcategories may not necessarily add up to the overall percentage in the Small Business category, since some small businesses may not fall into any of the subcategories, while others may fall into more than one subcategory.	

Proposed small business subcontracting goals shall be the percent of total subcontracted work specified in each Task Order in compliance with the Contractor’s Master Small Business Subcontracting Plan, the requirements of the Section H clause entitled, *Subcontracted Work*, and FAR 52.219-9. With each Task Order Proposal, the Contractor shall submit a revised Master Small Business Subcontracting Plan to be incorporated as part of the master contract Section J, Attachment J-5 entitled, *Master Small Business Subcontracting Plan*.

- (h) The Contractor’s Task Order proposal is subject to review and acceptance by the CO or his/her designee. The CO will either accept the terms and conditions of the Contractor’s Task Order proposal or negotiate any areas of disagreement with the Contractor. After review and any necessary discussions, the CO may issue a Task Order to the Contractor containing, as a minimum, the following:
- (1) Date of the order.
  - (2) Contract number and Task Order number.
  - (3) PWS identifying the objectives or results desired from the Task Order, including special instructions or other information necessary for performance of the work.
  - (4) Performance standards, and where appropriate, quality assurance standards.

- (5) The Price of the Task Order (that is, as applicable, the Firm-Fixed-Price, Cost-Plus-Award-Fee, Cost-Plus-Incentive-Fee, etc., as those terms are used in the Federal Acquisition Regulation), and the Maximum dollar amount authorized (total Task Order value).
- (6) Any other resources (e.g., travel, material, equipment, facilities) authorized.
- (7) Delivery/performance schedule including start and end dates.
- (8) Accounting and appropriation data.
- (i) The Contractor shall provide acknowledgement to the CO of receipt of the Task Order within 2 business days after receipt.
- (j) The Contractor shall deliver all Task Order specific deliverables as stated in the Task Order.

### **H.51 Subcontracted Work**

The Contractor shall subcontract (in accordance with the definition at FAR Subpart 44.1) at least 18 percent of the cumulative value of Task Orders (excluding the Transition Task Order) issued under this contract to small businesses. The Contractor's subcontracted work shall be in compliance with the approved Section J, Attachment J-5 entitled, *Master Small Business Subcontracting Plan* and the separate subcontracting goals submitted and approved at the Task Order level. Unless otherwise approved in advance by the CO, work to be performed by subcontractors selected after Contract and Task Order award shall be acquired through competitive procurements, to the extent required, with an emphasis on fixed-price subcontracts to the extent practicable. The use of cost-reimbursement, time-and-materials, and labor-hour subcontracts shall be minimized.

The separate subcontracting goals submitted at the Task Order level shall identify timely, discrete, and meaningful scopes of work that can be awarded to small business concerns. Meaningful work is work that is important to the performance of the technical and management approach defined by the prime contractor. It is characterized by strong technical content (e.g., discrete and distinct technical or programmatic scopes of work) and contributes to the successful achievement of DOE's goals. It should have a performance-based outcome that directly contributes to the overall contract outcome(s). Also, the Contractor shall respond to past performance inquiries for subcontractors upon request from DOE and other Federal agencies.

### **H.52 Parent Organization Support**

- (a) For onsite work, fee generally provides adequate compensation for parent organization expenses incurred in the general management of this Contract. The general construct of this Contract results in minimal parent organization investment (in terms of its own resources, such as labor, material, overhead, etc.) in the Contract work. DOE provides Government-owned facilities, property, and other needed resources.

Accordingly, allocations of parent organization expenses are unallowable for the prime contractor, teaming subcontractors, and/or teaming partners, unless authorized by the CO in accordance with this Clause.

- (b) The Contractor may propose, or DOE may require, parent organization support to:
  - (1) Monitor safety and performance in the execution of Contract requirements;
  - (2) Ensure achievement of Contract environmental cleanup and closure commitments;
  - (3) Sustain excellence of Contract key personnel;

- (4) Ensure effective internal processes and controls for disciplined Contract execution;
- (5) Assess Contract performance and apply parent organization problem-solving resources on problem areas; and
- (6) Provide other parent organization capabilities to facilitate Contract performance.

### **H.53 Subcontractor Timekeeping Records Signature Requirement (Applies to CR Task Orders only)**

The Contractor shall obtain timecards for all hourly subcontract employees, at all tiers, performing on non-fixed-price subcontracts. For purposes of this Clause, non-fixed-price subcontracts are those of a type containing a cost reimbursable or variable component in them, which includes those contract types covered by FAR Subpart 16.3, Cost Reimbursement Contracts, FAR Section 16.405, Cost Reimbursement Incentive Contracts, and FAR Subpart 16.6, Time and Materials, Labor Hour, and Letter Contracts. Note that the requirements of this Clause also pertain to Task Orders, tasks, and/or Contract Line Items Numbers from Indefinite Delivery (see FAR Subpart 16.5, Indefinite Delivery Contracts) and hybrid contracts that are of a type covered by the FAR citations in the prior sentence. The timecards must be obtained by the Contractor prior to the Contractor paying for these subcontract costs and prior to billing DOE for these costs. The timecards must reflect actual hours worked, be signed by the subcontract employee and be certified by the subcontract employees' supervisor prior to the Contractor obtaining them. Subcontractors at all tiers performing work under non-fixed-price subcontracts shall maintain adequate timekeeping procedures, controls, and processes for billing Government work. The Contractor shall, at least once every three years, conduct a labor audit of non-fixed-price subcontracts. The audit shall be conducted to unmodified Institute of Internal Auditors standards, if conducted internally, or unmodified Generally Accepted Government Auditing Standards (GAGAS), if conducted externally. This Clause shall be flowed down to all non-fixed-price subcontracts at all tiers.

### **H.54 Energy Employees Occupational Illness Compensation Program Act (EEOICPA)**

The Contractor shall provide support of the EEOICPA established under Title XXXVI of the National Defense Authorization Act of 2001 (Public Law 106-398). The Contractor shall provide records in accordance with the Section I Clause entitled, DEAR 970.5204-3, *Access to and Ownership of Records* in support of EEOICPA claims and the claim process under the EEOICPA.

The Contractor shall:

- (a) Verify employment and provide other records which contain pertinent information for compensation under the EEOICPA. The Contractor shall provide this support for itself and any named subcontractors' employees;
- (b) Provide reports as directed by DOE, such as costs associated with EEOICPA;
- (c) Provide an EEOICPA point-of-contact; this employee shall attend meetings, as requested by DOE;
- (d) Locate, retrieve and provide a copy of any personnel and other program records as requested;
- (e) Perform records research needed to complete the Department of Labor (DOL) claims or to locate records needed to complete the claims or other related EEOICPA requests;
- (f) Ensure cost information is submitted to the DOE EEOICPA Point of Contract (POC) by the tenth of each month; and
- (g) Ensure all EEOICPA Claims received are completed and returned to DOE within 45 calendar days of the date entered in the Federal Compensation Program Act (FCPA) electronic reporting system.

## H.55 Environmental Compliance

- (a) General. The Contractor is required to comply with permits, consent decrees, administrative orders, and settlement agreements between the DOE and federal and state regulatory agencies.
- (b) Environmental Permits. This Clause addresses three permit scenarios, where the Contractor is the sole permittee; where the Contractor and DOE are joint permittees; and where multiple contractors are permittees.

- (1) Contractor as Sole Permittee. To the extent permitted by law and subject to other applicable provisions of the contract that impose responsibilities on DOE, and provisions of law that impose responsibilities on DOE or third parties, the Contractor shall be responsible for obtaining in its own name, shall sign, and shall be solely responsible for compliance with all permits, authorizations and approvals from federal, state, and local regulatory agencies which are necessary for the performance of the work required of the Contractor under this Contract.

Under this permit scenario, the Contractor shall make no commitments or set precedents that are detrimental to DOE or other site contractors. The Contractor shall coordinate its permitting activities with DOE, and with other contractors which may be affected by the permit or precedent established therein, prior to taking the permit action. Whenever reasonably possible, all such materials shall be provided to DOE and other affected site contractors not later than 90 days prior to the date they are to be submitted to the regulatory agency. Any such schedule revision shall be effective only upon approval from the CO.

- (2) DOE as Permittee, or Contractor and DOE as Joint Permittees. Where appropriate, required by law, or required by applicable regulatory agencies, DOE will sign permits as permittee, or as owner or as owner/operator with the Contractor as operator or co-operator, respectively. DOE will co-sign hazardous waste permit applications as owner/operator where required by applicable law. In this scenario, the Contractor shall coordinate its actions with DOE. DOE is responsible for timely notification to the Contractor of any issues or changes in the regulatory environment that impact or may impact contractor implementation of any permit requirement. The Contractor shall be responsible for timely notification to DOE of any issues or changes in the regulatory environment that impact or may impact contractor implementation of any permit requirement. Notification by the Contractor to DOE may be initially verbal with written documentation fully explaining the impact and the reason/rationale for the impact and possible consequences. Whenever reasonably possible all such materials shall be provided to DOE not later than 90 days prior to the date they are to be submitted to the regulatory agency.
    - (3) Multiple Contractors as Permittees. Where appropriate, in situations where multiple contractors are operators or co-operators of operations requiring environmental permits, DOE will sign such permits as owner or co-operator and affected contractors shall sign as operators, or co-operators. In this scenario, the Contractor shall coordinate as appropriate with DOE and contractors affected by the permit.
- (c) Permit Applications. The Contractor shall provide to DOE for review and comment in draft form any permit applications and other regulatory materials necessary to be submitted to regulatory agencies for the purposes of obtaining a permit. Whenever reasonably possible all such materials shall be provided to DOE initially not later than 90 days prior to the date they are to be submitted to the regulatory agency. The Contractor shall normally provide final regulatory documents to DOE at least 30 days prior to the date of submittal to the regulatory agencies for DOE's final review and signature or concurrence. Special circumstances may require permits to be submitted in a shorter



timeframe. As soon as the Contractor is aware of any such special circumstance, the Contractor shall provide notice to DOE as to the timeframe in which the documents will be submitted to DOE.

The Contractor may submit for DOE's consideration, requests for alternate review, comment, or signature, schedules for environmental permit applications or other regulatory materials covered by this Clause. Any such requests shall be submitted 30 days before such material would ordinarily be required to be provided to DOE. Any such schedule revision shall be effective only upon approval from the CO.

- (d) Copies, Technical Information. The Contractor shall provide DOE copies of all environmental permits, authorizations, and regulatory approvals issued to the Contractor by the regulatory agencies. DOE will, upon request, make available to the Contractor access to copies of environmental permits, authorizations, and approvals issued by the regulatory agencies to DOE that the Contractor may need to comply with under applicable law. The Contractor shall and DOE will provide to each other copies of all documentation, such as letters, reports, or other such materials transmitted either to or from regulatory agencies relating to the contract work. The Contractor and DOE shall maintain all necessary technical information and regulatory analysis required to support applications for revision of DOE or other Site contractor environmental permits when such regulatory analysis, applications or revisions are related to the Contractor's operations. Upon request, the Contractor or DOE shall provide to the other party access to all necessary and available technical information required to support applications for or revisions to permits or permit applications. Unless specific text is required by the regulation or permit, the Contractor shall provide to DOE a certification statement relating to such technical information in the form required by the following paragraph.
- (e) Certifications. The Contractor shall provide a written certification statement attesting that information DOE is requested to sign was prepared in accordance with applicable requirements. The Contractor shall include the following certification statement in the submittal of such materials to DOE:

*I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted.*

*Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.*

The certification statement shall be signed by the individual authorized to sign such certification statements submitted to federal or state regulatory agencies under the applicable regulatory program.

- (f) Termination, Expiration, Permit Transfer. In the event of expiration or termination of this Contract, DOE may require the Contractor to take all necessary steps to transfer some or all environmental permits held by the Contractor. DOE will assume responsibility for such permits, with the approval of the regulating agency, and the Contractor shall be relieved of all liability and responsibility to the extent that such liability and responsibility results from the acts or omissions of a successor Contractor, DOE, or their agents, representatives, or assigns. The Contractor shall remain liable for all unresolved costs, claims, demands, fines, and penalties, including reasonable legal costs, arising prior to the date such permits are transferred to another party. The Contractor shall not be liable for

any such claims occurring after formal transfer unless said claims result from the Contractor's action or inaction that occurred prior to transfer.

- (g) Miscellaneous. The Contractor shall accept assignment or transfer of permits pertaining to matters under this Contract currently held by DOE and its existing Contractor. The Contractor may submit for DOE's consideration requests for alternate review, comment, or signature schedules for environmental permit applications or other regulatory materials covered by this Clause. Any such schedule revision shall be effective only upon written approval from the CO.

## **H.56 Partnering**

The Contractor and the Government will establish a non-binding, signed Partnering Agreement for the cleanup of the Savannah River Site. The agreement will establish a common vision with supporting goals and objectives, and expectations of doing business together in a manner that brings the best value to the Government. Partnering between DOE and the Contractor shall be conducted in a manner similar to the DOD Integrated Product and Process Development (IPPD) framework. The IPPD technique simultaneously integrates all essential activities to facilitate meeting cost and performance objectives.

## **H.57 Laws, Regulations, and DOE Directives**

- (a) In performing work under this Contract, the Contractor shall comply with the requirements of applicable Federal, State, and local laws and regulations (including DOE regulations), unless relief has been granted in writing by the appropriate regulatory agency. Section J, Attachment J-2, List A, Applicable Federal, State and Local Regulations may be appended to this Contract for information purposes. Omission of any applicable law or regulation from the Contract does not affect the obligation of the Contractor to comply with such law or regulation pursuant to this paragraph.
- (b) In performing work under this Contract, the Contractor shall comply with the requirements of those Department of Energy directives, or parts thereof, identified in the List of Applicable Directives (List B) appended to this Contract, until such time as the Contracting Officer approves the substitution of an alternative procedure, standard, system of oversight, or assessment mechanism.
- (c) Except as otherwise directed by the Contracting Officer, the Contractor shall procure all necessary permits or licenses required for the performance of work under this Contract.
- (d) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor is responsible for flowing down the requirements of this clause to subcontracts at any tier to the extent necessary to ensure the Contractor's compliance with the requirements.

## **H.58 National Nuclear Security Administration/Environmental Management Strategic Sourcing Partnership**

The Contractor shall participate in the National Nuclear Security Administration (NNSA)/Environmental Management (EM) Strategic Sourcing Partnership. Under this partnership, EM contractors shall work with the NNSA/EM Supply Chain Management Center to yield an enterprise-wide, synergistic strategic sourcing solution that leverages NNSA and EM purchasing power to gain pricing, processing, and report efficiencies to reduce costs overall for the Government.

## **H.59 Mentor-Protégé Program**

Both DOE and the Small Business Administration (SBA) have established Mentor-Protégé Programs to encourage Federal prime contractors to assist small businesses, firms certified under Section 8(a) of the Small Business Act by the SBA, other small disadvantaged businesses, women-owned small businesses,

historically black colleges and universities and minority institutions, other minority institutions of higher learning, and small business concerns owned and controlled by service-disabled veterans in enhancing its business abilities. During the Master IDIQ Contract ordering period (excluding the Transition Task Order), the Contractor shall mentor at least two (2) active Protégés (whether new or existing) through the DOE and/or SBA Mentor-Protégé Programs. Mentor and Protégés will develop and submit “lessons learned” evaluations to DOE at the conclusion of the Master IDIQ Contract.

- (a) DOE Mentor-Protégé Agreements shall be in accordance with DEAR Subpart 919.70 entitled, *The Department of Energy Mentor-Protégé Program*.
- (b) SBA Mentor-Protégé Agreements shall be in accordance with applicable SBA regulations.

## **H.60 Legal Management**

- (a) The Contractor shall maintain a legal function to support litigation, arbitration, environmental, procurement, employment, labor, and the Price Anderson Amendments Act areas of law. The Contractor shall provide sound litigation management practices. Within 60 days of contract award, the Contractor shall provide a Litigation Management Plan compliant with 10 CFR 719, *Contractor Legal Management Requirements*.
- (b) As required by the CO, the Contractor shall provide legal and related support to the Government on regulatory matters, third-party claims, and threatened or actual litigation. Support includes, but is not limited to case preparation, document retrieval, review and reproduction, witness preparation, expert witness testimony, and assistance with discovery or other information requests responsive to any legal proceeding.
- (c) When evaluating requests for reimbursement or allowability of Contractor costs associated with defense and/or settlement of legal claims brought against the Contractor by a third party:
  - (1) DOE will not reimburse Contractor legal defense costs or damages incurred where a judgment is issued finding that the Contractor engaged in discriminatory conduct prohibited by the terms of the Contract, such as those covered by FAR 52.222-26, *Equal Opportunity*; FAR 52.222-35, *Equal Opportunity for Veterans*; and FAR 52.222-36, *Equal Opportunity for Workers With Disabilities*.
  - (2) DOE will not reimburse the Contractor legal costs associated with a settlement agreement (including legal defense costs, settlement awards, or both) associated with legal claims brought against the Contractor by a third party relating to discriminatory conduct prohibited by the terms of the Contract, such as those covered by FAR 52.222-26, *Equal Opportunity*; FAR 52.222-35, *Equal Opportunity for Veterans*; and FAR 52.222-36, *Affirmative Action for Workers with Disabilities*, where the CO determines that the plaintiff’s claim(s) had more than very little likelihood of success on the merits. Where the plaintiff’s claim had very little likelihood of success on the merits, the defense and settlement costs related to the claim are allowable if the costs are otherwise allowable under the Contract (e.g., reasonable, allocable).

## **H.61 Emergency Response**

- (a) The Contractor with concurrence of the DOE-SR Manager (except for Security emergencies then the DOE-SR Manager makes emergency determination) shall determine when an emergency situation may exist at the Savannah River Site affecting IMCC work scope and notify the appropriate emergency response organization (e.g., State of South Carolina, State of Georgia, Federal Agencies, etc.). In the event of an emergency, the Emergency Manager or Director at the Emergency Operations

Center will have the authority to direct any and all activities of the Contractor and subcontractors necessary to resolve the emergency situation. Upon termination of the emergency event, the Contractor shall perform recovery actions as appropriate.

- (b) The Contractor shall include this Clause in all subcontracts at any tier for work performed in support of the on-site work under this contract.

## **H.62 Department of Energy National Training Center**

The Contractor is encouraged to utilize the DOE National Training Center (NTC) training resources for occupational health, safety, safeguards, and security. NTC training is funded by DOE with no cost to the Contractor. NTC course offerings, information on NTC site certification, enrollment, and contact information can be found at <https://ntc.doe.gov>.

NTC training should be considered common core fundamental material. The Contractor may need to provide gap training to address site specifics identified through its approved Integrated Safety Management Program and associated program plans required by existing DOE requirements. Gap training should not repeat fundamental training core content.

## **H.63 Management of Accountable Property**

Accountable personal property is any property item with an original unit acquisition cost of \$10,000 or more; or meeting the precious metals, sensitive, or high-risk personal property definitions. Accountable property records must be managed and maintained current in a property management system of record from inception to formal disposition and removal from DOE inventory.

## **H.64 Real Property Asset Management**

- (a) The Contractor shall comply with Departmental requirements and guidance involving the acquisition, management, maintenance, disposition, or disposal of real property assets to ensure that real property assets are available, utilized, and in a suitable condition to accomplish DOE's missions in a safe, secure, sustainable, and cost-effective manner. Contractors shall meet these functional requirements through tailoring their business processes and management practices, and using standard industry practices and standards as applicable. The Contractor shall flow down these requirements to subcontracts at any tier to the extent necessary to ensure the Contractor's compliance with the requirements.
- (b) The Contractor shall:
  - (1) Submit all real estate actions to acquire, utilize, and dispose of real property assets to DOE for review and approval and maintain complete and current real estate records.
  - (2) Perform physical condition and functional utilization assessments on each real property asset at least once every five-year period or at another risk-based interval, as approved by EM-1, based on industry leading practices, voluntary consensus standards, and customary commercial practices.
  - (3) Establish a maintenance management program including a computerized maintenance management system; a condition assessment system; a master equipment list; maintenance service levels; a method to determine for each asset the minimum acceptable level of condition; methods for categorizing deficiencies as either deferred maintenance and repair or repair needs; management of the deferred maintenance and repair backlog; a method to prioritize maintenance work; and a mechanism to track direct and indirect funded expenditures for maintenance, repair, and renovation at the asset level.

- (4) Maintain Facilities Information Management System (FIMS) data and records for all lands, buildings, trailers, and other structures and facilities. FIMS data must be current and must be verified annually.

#### **H.65 Organizational Conflict of Interest – Affiliate(s)**

The prime contractor, [Offeror to insert name of Prime Contractor] comprised of [Offeror to insert names of partner companies], is responsible for the completion of all aspects of this contract. In order to effectively and satisfactorily execute its responsibility to manage and accomplish the contract work, the prime contractor must have complete objectivity in its oversight and management of its subcontractors. Therefore, consistent with the principle contained in Federal Acquisition Regulation subpart 9.5 and specifically section 9.505(a), and notwithstanding any other provision of this Contract, the prime contractor is, absent prior written consent from the CO as provided herein, prohibited from entering into a subcontract arrangement with any affiliate or any affiliate of its partners, or utilize any affiliate or affiliate of its partners, to perform work under a subcontract. Such contractual relationship(s) are presumed to create an impaired objectivity type conflict of interest. If the contractor believes the capabilities of an affiliate could be utilized in such a manner as to neutralize or avoid the existence of an organizational conflict of interest, the Contractor must obtain the CO's written consent prior to placing the subcontract.

For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

#### **H.66 DOE-H-7013 Source and Special Nuclear Material (Sep 2017)**

The Contractor shall comply with all applicable regulations and instructions of DOE relative to the control of and accounting for source and special nuclear material (as these terms are defined in applicable regulations). The Contractor shall make such reports and permit such inspections as DOE may require with reference to source and special nuclear materials. The Contractor shall take all reasonable steps and precautions to protect such materials against theft and misappropriations and to minimize all losses of such materials.

#### **H.67 DOE-H-7003 Contractor Assurance System (Sep 2017) (Revised)**

- (a) The Contractor shall develop, execute, and maintain a contractor assurance system that is validated by the Responsible Corporate Official and Contractor's Board of Directors (or equivalent corporate oversight entity), and implemented throughout the Contractor's organization. This system provides reasonable assurance that the objectives of the contractor management systems are being accomplished and that the systems and controls will be effective and efficient. The contractor assurance system, at a minimum, shall include the following key attributes:
  - (1) A comprehensive description of the assurance system with processes, key activities, and accountabilities clearly identified.
  - (2) A method for verifying/ensuring effective assurance system processes. Third party audits, peer reviews, independent assessments, and external certification (such as VPP and ISO 9001 or ISO 14001) may be used.
  - (3) Timely notification to the Contracting Officer of significant assurance system changes prior to the changes.
  - (4) Rigorous, risk-based, credible self-assessments, and feedback and improvement activities, including utilization of nationally recognized experts, and other independent

- reviews to assess and improve the Contractor's work processes and to carry out independent risk and vulnerability studies.
- (5) Identification and correction of negative performance/compliance trends before they become significant issues.
- (6) Integration of the assurance system with other management systems including Integrated Safety Management.
- (7) Metrics and targets to assess performance, including benchmarking of key functional areas with other DOE contractors, industry and research institutions. Ensure development of metrics and targets that result in efficient and cost effective performance.
- (8) Continuous feedback and performance improvement.
- (9) An implementation plan (if needed) that considers and mitigates risks.
- (10) Timely and appropriate communication to the Contracting Officer, including electronic access to assurance related information.
- (11) The initial contractor assurance system description shall be approved by DOE.
- (b) Timely notification and DOE approval must be obtained for significant assurance system changes prior to the changes being made.

## **H.68 Information Technology and Cyber Security Requirements**

In the performance of the information technology and cyber security requirements of this Contract, the Contractor is responsible for compliance with the following items. Consistent with Section H clause entitled *Laws, Regulations, and DOE Directives*, omission of any applicable law or regulation from this list does not affect the obligation of the Contractor to comply with such law or regulation.

(a) Code of Federal Regulations (CFR):

- (1) 10 CFR 824 et seq., Procedures Rules for the Assessment of Civil Penalties for Classified Information Security Violations
- (2) 10 CFR 1004 et seq., Freedom of Information Act
- (3) 36 CFR Chapter XII, Subchapter B et seq., Records Management
- (4) 41 CFR 102 et seq., Federal Management Regulation

(b) United States Code (USC):

- (1) 5 USC 552a et seq., Privacy Act
- (2) 6 USC 1 et seq., Homeland Security Organization
- (3) 6 USC 6 et seq., Cybersecurity
- (4) 15 USC Chapter 100 et seq., Cybersecurity Research and Development
- (5) 17 USC 1 § 101 et seq., Subject Matter and Scope Of Copyright, Definitions
- (6) 18 USC 1030 et seq., Fraud and Related Activity in Connection with Computers
- (7) 18 USC Chapter 119 et seq., Wire and Electronic Communications Interception and Interception of Oral Communications
- (8) 18 USC Chapter 121 et seq., Stored Wire and Electronic Communications and Transactional



Records Access

- (9) 29 USC 16, Subchapter V, 794 (d) et seq., Electronic and Information Technology
- (10) 31 USC § 501 et seq., Office of Management and Budget
- (11) 31 USC § 1101 et seq., The Budget and Fiscal, Budget, and Program Information; Definitions
- (12) 40 USC Subtitle III et seq., Information Technology Management
- (13) 41 USC Subtitle I, Division A, Chapter 1, Subchapter I, § 101 et seq., Federal Procurement Policy, Administrator
- (14) 44 USC 1 § 101 et seq., Joint Committee on Printing: Membership
- (15) 44 USC 21 et seq., National Archives and Records Administration
- (16) 44 USC 29 et seq., Records Management by the Archivist of the United States
- (17) 44 USC 31 et seq., Records Management by Federal Agencies
- (18) 44 USC 33 et seq., Disposal of Records
- (19) 44 USC 35 et seq., Coordination of Federal Information Policy
- (20) 44 USC 36 et seq., Management and Promotion of Electronic Government Services

(c) Executive Orders:

- (1) Executive Order 13873, Securing the Information and Communications Technology and Services Supply Chain
- (2) Executive Order 13870, America's Cybersecurity Workforce
- (3) Executive Order 13859, Maintaining American Leadership in Artificial Intelligence
- (4) Executive Order 13858, Strengthening Buy-American Preferences for Infrastructure Projects
- (5) Executive Order 13834, Efficient Federal Operations
- (6) Executive Order 13833, Enhancing the Effectiveness of Agency CIOs
- (7) Executive Order 13800, Strengthening the Cybersecurity of Federal Networks and Critical Infrastructure
- (8) Executive Order 13702, Creating a National Strategic Computing Initiative
- (9) Executive Order 13691, Promoting Private Sector Cybersecurity Information Sharing
- (10) Executive Order 13642, Making Open and Machine Readable the New Default for Government Information
- (11) Executive Order 13636, Improving Critical Infrastructure Cybersecurity
- (12) Executive Order 13589, Promoting Efficient Spending
- (13) Executive Order 13587, Structural Reforms To Improve the Security of Classified Networks and the Responsible Sharing and Safeguarding of Classified Information
- (14) Executive Order 13556, Controlled Unclassified Information
- (15) Executive Order 13526, Classified National Security Information
- (16) Executive Order 13231, Critical Infrastructure Protection in the Information Age
- (17) Executive Order 13218, 21st Century Workforce Initiative
- (18) Executive Order 13103, Computer Software Piracy
- (19) Executive Order 12958, Classified National Security Information E-Government

(d) Office of Management and Budget (OMB) Circulars/Memoranda:

- (1) OMB Circular A-11, Preparation, Submission, and Execution of the Budget
- (2) OMB Circular A-16, Coordination of Geographic Information, and Related Spatial Data Activities
- (3) OMB Circular A-130, Managing Federal Information as a Strategic Resource
- (4) OMB Memorandum M-20-19, Harnessing Technology to Support Mission Continuity
- (5) OMB Memorandum M-20-04, Fiscal Year 2019-2020 Guidance on Federal Information Security

- and Privacy Management Requirements
- (6) OMB Memorandum M-19-26, Update to the Trusted Internet Connections (TIC) Initiative
  - (7) OMB Memorandum M-19-21, Transition of Electronic Records
  - (8) OMB Memorandum M-19-19, Update to Data Center Optimization Initiative
  - (9) OMB Memorandum M-19-18, Federal Data Strategy – A Framework for Consistency
  - (10) OMB Memorandum M-19-17, Enabling Mission Delivery through Improved Identity, Credential, and Access Management
  - (11) OMB Memorandum M-19-16, Centralized Mission Support Capabilities for the Federal Government
  - (12) OMB Memorandum M-19-10, Guidance for Achieving Interoperability with the National Freedom of Information Act (FOIA) Portal on FOIA.gov
  - (13) OMB Memorandum M-19-03, Strengthening the Cybersecurity of Federal Agencies by enhancing the High Value Asset Program
  - (14) OMB Memorandum M-18-12, Implementation of the Modernizing Government Technology Act
  - (15) OMB Memorandum M-17-25, Reporting Guidance for Executive Order on Strengthening the Cybersecurity of Federal Networks and Critical Infrastructure
  - (16) OMB Memorandum M-17-12, Preparing for and Responding to a Breach of Personally Identifiable Information
  - (17) OMB Memorandum M-17-06, Policies for Federal Agency Public Websites and Digital Services
  - (18) OMB Memorandum M-17-04, Additional Guidance for Data Act Implementation: Further Requirements For Reporting And Assuring Data Reliability
  - (19) OMB Memorandum M-16-21, Federal Source Code Policy: Achieving Efficiency, Transparency, and Innovation through Reusable and Open Source Software
  - (20) OMB Memorandum M-16-20, Category Management Policy 16-3: Improving the Acquisition and Management of Common Information Technology: Mobile Devices and Services
  - (21) OMB Memorandum M-16-17, OMB Circular No. A-123, Management’s Responsibility for Enterprise Risk Management and Internal Control
  - (22) OMB Memorandum M-16-16, 2016 Agency Open Government Plans
  - (23) OMB Memorandum M-16-15, Federal Cybersecurity Workforce Strategy
  - (24) OMB Memorandum M-16-14, Category Management Policy 16-2: Providing Comprehensive Identity Protection Services, Identity Monitoring, and Data Breach Response
  - (25) OMB Memorandum M-16-12, Category Management Policy 16-1: Improving the Acquisition and Management of Common Information Technology: Software Licensing
  - (26) OMB Memorandum M-16-04, Cybersecurity Strategy and Implementation Plan (CSIP) for the Federal Civilian Government
  - (27) OMB Memorandum M-16-02, Category Management Policy 15-1: Improving the Acquisition and Management of Common Information Technology: Laptops and Desktops
  - (28) OMB Memorandum M-15-14, Management and Oversight of Federal Information Technology
  - (29) OMB Memorandum M-15-13, Policy to Require Secure Connections across Federal Websites and Web Services
  - (30) OMB Memorandum M-15-12, Increasing Transparency of Federal Spending by Making Federal Spending Data Accessible, Searchable, and Reliable
  - (31) OMB Memorandum M-13-13, Open Data Policy – Managing Information as an Asset
  - (32) OMB Memorandum M-13-10, Antideficiency Act Implications of Certain Online Terms of Service Agreements
  - (33) OMB Memorandum M-12-21, Addendum to OMB Memorandum M-98-13 on Federal Use of Energy Savings Performance Contracts (ESPCs) and Utility Energy Service Contracts (UESCs)

- (34) OMB Memorandum M-12-10, Implementing PortfolioStat
- (35) OMB Memorandum M-11-03, Issuance of OMB Circular A-16 Supplemental Guidance
- (36) OMB Memorandum M-10-27, Information Technology Investment Baseline Management Policy
- (37) OMB Memorandum M-10-26, Immediate Review of Financial Systems IT Projects
- (38) OMB Memorandum M-10-23, Guidance for Agency Use of Third-Party Websites and Applications
- (39) OMB Memorandum M-10-22, Guidance for Online Use of Web Measurement and Customization Technologies
- (40) OMB Memorandum M-10-10, Federal Agency Coordination on Health Information Technology (HIT)
- (41) OMB Memorandum M-10-06, Open Government Directive
- (42) OMB Memorandum M-08-23, Securing the Federal Government’s Domain Name System Infrastructure
- (43) OMB Memorandum M-08-22, Guidance on the Federal Desktop Core Configuration (FDCC)
- (44) OMB Memorandum M-08-15, Tools Available for Implementing Electronic Records Management
- (45) OMB Memorandum M-07-13, Implementation of the OMB Bulletin on Good Guidance Practices and Executive Order 13422 (amending Executive Order 12866)
- (46) OMB Memorandum M-05-24, Implementation of Homeland Security Presidential Directive (HSPD) 12 – Policy for a Common Identification Standard for Federal Employees and Contractors
- (47) OMB Memorandum M-05-23, Improving Information Technology (IT) Project Planning and Execution
- (48) OMB Memorandum M-05-22, Transition Planning for Internet Protocol Version 6 (IPv6)
- (49) OMB Memorandum M-04-26, Personal Use Policies and “File Sharing” Technology
- (50) OMB Memorandum M-04-24, Expanded Electronic Government (E-Gov) President’s Management Agenda (PMA) Scorecard Cost, Schedule and Performance Standard for Success
- (51) OMB Memorandum M-04-19, Information Technology (IT) Project Manager (PM) Qualification Guidance
- (52) OMB Memorandum M-04-16, Software Acquisition
- (53) OMB Memorandum M-04-15, Development of Homeland Security Presidential Directive (HSPD) – 7 Critical Infrastructure Protection Plans to Protect Federal Critical Infrastructures and Key Resources
- (54) OMB Memorandum M-04-08, Maximizing Use of SmartBuy and Avoiding Duplication of Agency Activities with the President’s 24 E-Gov Initiatives
- (55) OMB Memorandum M-04-04, E-Authentication Guidance
- (56) OMB Memorandum M-03-22, OMB Guidance for Implementing the Privacy Provisions of the E-Government Act of 2002
- (57) OMB Memorandum M-03-18, Implementation Guidance for the E-Government Act of 2002
- (58) OMB Memorandum M-03-17, Program Assessment Rating Tool (PART) Update
- (59) OMB Memorandum M-03-04, Determination Orders Organizing the Department of Homeland Security
- (60) OMB Memorandum M-02-15, Revision of OMB Circular A-16
- (61) OMB FedRAMP Memorandum, Security Authorization of Information Systems in Cloud Computing Environments
- (62) OMB Memorandum M-02-09, Reporting Instructions for the Government Information Security

- Reform Act and Updated Guidance on Security Plans of Action and Milestones
- (63) OMB Memorandum M-02-01, Guidance for Preparing and Submitting Security Plans of Action and Milestones
- (64) OMB Memorandum M-01-05, Guidance on Inter-Agency Sharing of Personal Data – Protecting Personal Privacy
- (65) OMB Memorandum M-00-15, Guidance on Implementation of the Electronic Signatures in Global and National Commerce Act (E-SIGN)
- (66) OMB Memorandum M-00-10, OMB Procedures and Guidance on Implementing the Government Paperwork Elimination Act
- (67) OMB Memorandum M-00-07, Incorporating and Funding Security in Information Systems Investments
- (68) OMB Memorandum M-99-18, Privacy Policies on Federal Web Sites
- (69) OMB Memorandum M-99-05, Instructions on Complying with President’s Memorandum of May 14, 1998, “Privacy and Personal Information in Federal Records”
- (70) OMB Memorandum M-98-13, Federal Use of Energy Savings Performance Contracting
- (71) OMB Memorandum M-98-09, Updated Guidance on Developing a Handbook for Individuals Seeking Access of Public Information
- (72) OMB Memorandum M-98-04, Annual Performance Plans Required by the Government Performance and Results Act (GPRA)
- (73) OMB Memorandum M-97-09, Interagency Support for Information Technology
- (74) OMB Memorandum M-97-07, Multiagency Contracts Under the Information Technology Management Reform Act of 1996
- (75) OMB Memorandum M-97-02, Funding Information Systems Investments
- (76) OMB Memorandum M-96-20, Implementation of the Information Technology Management Reform Act of 1996
- (e) Department of Homeland Security (DHS) Emergency and Binding Operational Directives
  - (1) DHS ED 20-03, Mitigate Windows DNS Server Vulnerability from July 2020 Patch Tuesday
  - (2) DHS ED 20-02, Mitigate Windows Vulnerabilities from January 2020 Patch Tuesday
  - (3) DHS ED 19-01, Mitigate DNS Infrastructure Tampering
  - (4) DHS BOD 20 01 (draft), Develop and Publish a Vulnerability Disclosure Policy (draft)
  - (5) DHS BOD 19 02, Vulnerability Remediation Requirements for Internet Accessible Systems
  - (6) DHS BOD 18 02, Securing High Value Assets
  - (7) DHS BOD 18 01, Enhance Email and Web Security
  - (8) DHS BOD 17 01, Removal of Kaspersky branded Products
  - (9) DHS BOD 16 03, 2016 Agency Cybersecurity Reporting Requirements
  - (10) DHS BOD 16 02, Threat to Network Infrastructure Devices
- (f) Secretarial Memoranda
  - (1) EXEC-2019-003477, Release of DOE Order 205.1C, Department of Energy Cybersecurity Program
  - (2) EXEC-2018-004906, Integrated Joint Cybersecurity Coordination Center
  - (3) EXEC-2018-001779, Data Center Optimization Initiative (DCOI) Inventory
  - (4) EXEC-2016-003721, Information Technology Management Reforms
  - (5) DOE Cyber Data Sharing Implementation Requirements

### H.69 Savannah River Site Services and Interface Requirements Matrix

- (a) Controls. When services between SRS prime contractors are executed, DOE does not expect the requesting prime contractor to review or otherwise validate top-level cross-cutting quality control, health, safety and/or environmental protection requirements mandated by the performing contractor's contract. The requesting prime contractor may assume that such contract requirements, (e.g., Safeguards and Security Program/Plan, Quality Assurance Program/Plan) are acceptable to DOE. The performing contractor shall provide products or services in a manner that is consistent with the requirements of the performing prime contractor's contract and the task instructions provided by the requesting contractor. Special conditions required to meet the requesting contractor's requirements shall be documented through interface documents. At SRS, these documents consist of Memorandums of Agreement, Functional Service Agreements, Service Level Agreements, Work for Other Agreements, Interface Control Documents, Work Task Agreements and Financial Position Papers that are implemented in accordance with the "SRS Interface Management Plan".
- (b) Right of Access. SRS contractors shall, with coordination and adequate preparation, allow service-providing contractors access to facilities to perform the service.
- (c) Nuclear Safety. The Contractor shall establish a protocol with each SRS Site prime contractor identified in Section J, Attachment J-3, entitled, *Savannah River Site Services and Interface Requirements Matrix*. This protocol shall establish the basis to perform contract work scope within a nuclear facility or perform work scope that affects the safety basis of a nuclear facility that is operated by the SRS contractor who has responsibility for the nuclear facility.

The protocol shall:

- Describe the general scope of work to be performed, flow down of nuclear safety requirements, and implementing processes and procedures prior to performing the work.
- Be signed by the IMCC Contractor and concurred with by the other affected contractor. Any new or future protocols or updates shall be processed in accordance with the "SRS Interface Management Plan".

The IMCC Contractor shall:

- Comply with all facility safety authorization basis and nuclear safety requirements that are established by the SRS contractor responsible for the nuclear facility.
- Flow down to each subcontractor (in accordance with the Section I clause DEAR 970.5223-1, entitled, *Integration of Environment, Safety and Health in to Work Planning and Execution*), the protocol to comply with all facility safety authorization basis and nuclear safety requirements that are established by the contractor responsible for the nuclear facility.

- (d) Payment for Services: Contractors shall pay for services from other site contractors in accordance with approved financial accounting systems and the SRS Interface Management Plan.
- (e) Responsibility for Delivery of Service. The Government makes no guarantees or warranties regarding the delivery of services, and services between contractors shall not constitute GFS/I. The Government shall not be held responsible for the delivery or non-delivery of services between SRS contractors. Contractors shall attempt to resolve any disputes regarding service interfaces and the provision of



services among themselves. If contractors are unable to achieve a timely resolution of issues between themselves regarding interfaces or the appropriate delivery of services, contractors may seek direction from the DOE Contracting Officer (CO). DOE shall be the exclusive authority for resolving disputes associated with any interface issues that cannot be resolved between parties in a timely manner. To the extent contractors attempt to litigate disputes between themselves regarding interfaces or the appropriate delivery of services, all costs associated with such litigation shall be unallowable under this Contract.

- (f) Site M&O Contractor services provided as part of Essential Site Services, Landlord Services and Usage-Based Services are not commercial items. Likewise, services provided by other SRS contractors, including the Site Lab Contractor are not commercial services. Unless specified otherwise by the CO, all “Essential Site Services”, “Landlord Services” and “Unit Billing System” services (see Section J, Attachment J-3) including all Information Technology and Management Services, are unique to SRS, and are not “commercial items” as defined by FAR 2.101. The Contractor shall not perform or arrange for the performance of these services by means of any process reserved for the acquisition of commercial items without first receiving written approval from the DOE CO expressly stating that a particular service to be acquired meets the FAR 2.101 definition of a “commercial item.”



## **Task Order 2: Implementation Period – Liquid Waste Request for Task Order Proposal (RTP)**

*In accordance with the Master IDIQ Contract Section H.50 Task Ordering Procedure, paragraph (c), the following constitutes the RTP for the Implementation Period Task Order for the estimated 120-day period immediately following the estimated 90-day transition period. The requirements for the Contractor's Task Order proposal are set forth in paragraph (f) of the H.50 clause and additional forthcoming proposal preparation instructions for a cost and fee proposal. The Contractor's Task Order proposal shall utilize the Attachment J-10 IDIQ Labor Rate Schedule, reconciled for FY 2022 rates. The response time for submitting the Task Order Proposal is [TBD].*

(This Task Order is for information purposes only. A formal Request for Task Order Proposal for this Scope of Work will be issued to the SRS IMCC Contractor during Transition)

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## Section B - Supplies or Services and Prices/Costs

This Task Order work shall be performed under Contract Line Item Number (CLIN) 00001 of the Savannah River Site Integrated Mission Completion Contract (herein referred to as the Master IDIQ Contract). Section B of the Master IDIQ Contract is incorporated by reference. The requisite clause information specific to this Task Order included below is consistent with the clause numbering structure established by the Master IDIQ Contract.

### B.1 DOE-B-2012 Supplies/Services Being Procured/Delivery Requirements (OCT 2014)

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this Task Order as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of work as described in Section C, Performance Work Statement (PWS) under this Task Order.

### B.2 Type of Contract

- (a) DOE-B-2001 Cost-Plus-Fixed-Fee Task Order: Total Estimated Cost and Fixed Fee (Oct 2014) (Revised)

- (1) This is a Cost-Plus-Fixed-Fee type Task Order. In accordance with the clause at FAR 52.216-8, Fixed Fee, the total estimated cost and fixed fee for this Task Order is as follows (Table B-1):

Table B-1. Estimated Total Price

Total Estimated Cost	[\$TBD]
Fixed Fee	[\$TBD (equivalent to <del>5%</del> )CPFF ceiling in DOE-B-2015)]
Total Estimated Price:	[Total Estimated Cost + Fixed Fee]

- (2) The Total Estimated Cost and Fee of the Task Order, and/or the Total Estimated Cost and Fee of the Contract Line Items, is as follows (Table B-2):

Table B-2. Task Order CLIN Structure

CLIN	CLIN Title	CLIN Type	Total Estimated Cost	Fixed Fee	Total Estimated Price
00001	Implementation Period	CPFF	[\$TBD]	<del>[\$TBD]</del> (equivalent to CPFF ceiling in DOE-B-2015)]	[Total Estimated Cost + Fixed Fee]
CLIN = Contract Line Item Number CPFF = Cost Plus Fixed Fee					

- (3) Payment of fee will be made in accordance with the Clause FAR 52.216-8, *Fixed Fee*.

- (4) CLIN 00001 –Implementation Period:

This CLIN includes the total estimated cost and fixed fee associated with performing the work identified within the Task Order PWS.

#### **B.4 DOE-B-2013 Obligation of Funds (Oct 2014)**

- (a) Pursuant to the Clause of this Contract in FAR 52.232-22, *Limitation of Funds*, total funds in the amount(s) specified below are obligated for the payment of allowable costs and fee. It is estimated that this amount is sufficient to cover performance through the date(s) shown below.

TBD at Task Order award.

### **Section C - Performance Work Statement**

The contract implementation period represents the 120-day period immediately following the estimated ninety (90) day transition period. On day one (1) of the Implementation period, the Contractor assumes full responsibility for performance of the Master IDIQ Performance Work Statement. During the Implementation period, the Contractor shall continue performance in the same manner as the prior contractor. The purpose of the contract implementation period is to keep the existing work on going while subsequent End State are negotiated and definitized. The Contractor shall be responsible for continued uninterrupted Liquid Waste (LW) Program operations from Task Order issuance. The Contractor shall utilize the same, or similar, workforce skill mix, talent and technical capabilities as the incumbent contractor.

The Contractor shall perform the Section C PWS sections of the Master IDIQ Contract, identified below:

- C.2.1 Liquid Waste Operations
  - C.2.1.1.2.1 Tank Space Management
  - C.2.1.1.2.3 Sludge Feed Preparation
  - C.2.1.2.1 Defense Waste Processing Facility
  - C.2.1.2.2 Glass Waste Storage Buildings (GWSB)
  - C.2.1.3.2 Saltstone Disposal Facility (SDF)
  - C.2.1.4 Salt Waste Processing Facility (SWPF)
- C.2.2 Liquid Waste Operations Support
  - C.2.2.3 Tank Closures
  - C.2.2.5.1 Next Generation Solvent (NGS) Deployment
  - C.2.2.5.2 At-Tank Cesium Removal
  - C.2.2.5.4 DWPF Operational Improvements
  - C.2.2.5.5 Tank 48 Recovery
  - C.2.2.5.6 Technology Development and Deployment

Section C.4, Maintenance Mockup Facility (Bldg. 717-F), is incorporated by reference.

Section C.5, Core Functions: Program Requirements, is incorporated by reference.

Section C.6, Environment, Safety, Health, & Quality, is incorporated by reference.

Section C.7, Personal Property Management, is incorporated by reference.

Section C.8, Information Management, is incorporated by reference.

Section C.9, Records, is incorporated by reference.

Section C.10, Contractor Assurance System, is incorporated by reference.



Section C.11, Safeguards, Security and Emergency Services, is incorporated by reference. The Contractor shall continue Cyber Security initiatives.

Section C.12, External Affairs, is incorporated by reference.

Section C.13, Savannah River site Interface Management, is incorporated by reference.

Section C.14, Internal Audit, is incorporated by reference.

Section C.15, Usage-Based Services to Be Provided to Other Site Contractors, is incorporated by reference.

## **Section D - Packaging and Marking**

Section D of the Master IDIQ Contract is incorporated by reference.

## **Section E - Inspection and Acceptance**

Section E of the Master IDIQ Contract is incorporated by reference.

## **Section F - Deliveries or Performance**

Section F of the Master IDIQ Contract is incorporated by reference, with the exception of Clause F.3, which is filled in and provided below.

### **F.3 Period of Performance**

- (a) The overall Task Order Period of Performance (POP) shall be for a 120-day term from the end of the POP of Task Order 1- Transition.
- (b) The Contractor shall not be paid for work performed or costs incurred prior to the Task Order effective date. The Contractor is not authorized to proceed beyond the Task Order POP, nor will the Contractor be paid for any costs incurred beyond that period, unless the Task Order is modified by the Contracting Officer to extend the POP.

## **Section G - Contract Administration Data**

Section G of the Master IDIQ Contract is incorporated by reference.

## **Section H - Special Contract Requirements**

Section H of the Master IDIQ Contract is incorporated by reference, with the exception of H.50, Task Ordering Procedure.

## **Section I - Contract Clauses**

Section I of the Master IDIQ Contract is incorporated by reference.

## **Section J - List of Documents, Exhibits, and Other Attachments**

Section J of the Master IDIQ Contract is incorporated by reference, as applicable to this Task Order. The Contractor shall submit the required deliverables under this Task Order in accordance with Attachment J-7 *Contract Deliverables* of the Master IDIQ Contract.

## **Task Order 3—: One Year - Liquid Waste Program Operations**

*In accordance with the Master IDIQ Contract Section H.50 Task Ordering Procedure, paragraph (c), the following constitutes the RTP for the One Year - Liquid Waste Program Operations Task Order. The requirements for the Contractor's Task Order proposal are set forth in paragraph (f) of the H.50 clause and additional forthcoming proposal preparation instructions for a cost and fee proposal. The response time for submitting the Task Order Proposal is [TBD].*

(This Task Order is for information purposes only. A formal Request for Task Order Proposal for this Scope of Work will be issued to the SRS IMCC Contractor during Transition)

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## Section B - Supplies or Services and Prices/Costs

This Task Order work shall be performed under Contract Line Item Number (CLIN) 00001 of the Savannah River Site Integrated Mission Completion Contract (herein referred to as the Master IDIQ Contract). Section B of the Master IDIQ Contract is incorporated by reference. The requisite clause information specific to this Task Order included below is consistent with the clause numbering structure established by the Master IDIQ Contract.

### B.1 DOE-B-2012 Supplies/Services Being Procured/Delivery Requirements (OCT 2014)

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this Task Order as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of work as described in Section C, Performance Work Statement (PWS) under this Task Order.

### B.2 Type of Contract

(a) DOE-B-2002 Cost-Plus-Award-Fee Task Order: Total Estimated Cost and Award Fee (Oct 2014) (Revised)

- (1) This is a Cost-Plus-Award-Fee type Task Order. The total estimated cost and award fee are as follows (Table B-1):

**Table B-1. Estimated Total Price**

Total Estimated Cost	[TBD upon final negotiation]
Award Fee:	[TBD upon final negotiation]
Total Estimated Price:	[Total Estimated Cost + Fee]

*The Contractor's Task Order proposal is subject to audit in accordance with DEAR 915.404-2-70. Therefore, this Task Order is subject to reopening, pending resolution of internal and external audit(s) of the Contractor's proposal. At the time of Task Order issuance, an external audit(s) of the Contractor's proposal may have not been completed. Therefore, the parties agree that the negotiated price is subject to adjustment based on the results of subsequent audit report(s) and resolution of audit findings. The Contracting Officer may make a unilateral adjustment to the Task Order price and modify the Task Order accordingly. Failure to agree with such adjustments shall be resolved in accordance with the Disputes clause of this contract. However, nothing in this clause shall allow the Contractor to not proceed with performance of the Task Order.*

- (2) The Total Estimated Cost and Fee of the Task Order, and/or the Total Estimated Cost and Fee of the Contract Line Items, is as follows (Table B-2):

**Table B-2. Task Order CLIN Structure**

CLIN	CLIN Title	CLIN Type	Estimated Cost	Fee	Total Estimated Price
00001	One Year Liquid Waste Program Operations	CPAF	[TBD upon final negotiation]	[TBD upon final negotiation]	[Total Estimated Cost + Fee]
CLIN = Contract Line Item Number			CPAF= Cost Plus Award Fee		

- (3) Payment of fee will be made in accordance with [insert instructions for fee payment or title of applicable clause addressing payment].

- (4) CLIN Description:

CLIN 00001 – One Year Liquid Waste Program Operations:

This CLIN includes the total estimated cost and award fee associated with performing the work identified within the Task Order PWS.

#### **B.4 DOE-B-2013 Obligation of Funds (TBD)**

- (a) Pursuant to the Clause of this Contract in FAR 52.232-22, *Limitation of Funds*, total funds in the amount(s) specified below are obligated for the payment of allowable costs and fee. It is estimated that this amount is sufficient to cover performance through the date(s) shown below.

TBD at Task Order award.

### **Section C - Performance Work Statement**

Section C.2, Liquid Waste Stabilization/Disposition of the Master IDIQ contract, is incorporated by reference. The Contractor shall perform, but is not limited to, accomplishment of the following specific work during the first 12 months of the contract period of performance:

- a) Operate Tank Farms and Effluent Treatment Facility (ETF) to support Sludge and Salt Processing including:

- ~~\* Complete salt blend modifications to Tank 42.~~
- ~~\* Provide management recommendation to DOE on path forward for the 2H Evaporator Pot (replacement or chemical cleaning). Replacement outage duration is forecasted to be ~8 months. Impacts to SWPF and DWPF are TBD.~~
- Complete Sludge Batch 10 ~~preparation~~ washing and Qualification Report and ~~qualification, ready~~ declare readiness for feed to DWPF.
- Complete treating Sludge Batch 9 (depleted).
- Continue Sludge Batch 11 compilation and Low Temperature Aluminum Dissolution.
- Continue salt batch preparation to support SWPF @ 7.2 Mgal/yr.

- Maintain liquid tank waste system operational to receive and process 300,000 gallons H-Canyon waste.
- b) Continue and/or initiate Waste Removal for Salt Tanks (2, 3, 9, 10, 11, 27, 28, 29, 31, 41, 44, 46, 47) and Sludge Tanks (14, 15, 26, 33, 34, 35, 36, 39) needed to supply feed to DWPF, TCCR and SWPF. Complete bulk waste removal for Tank 9.
- c) Continue Complete Tank 10 and Tank Heel removal design.
- d) Continue Tank 15 Annulus cleaning design and modifications if required.
- e) Complete operational closure activities of F-Tank Farm support facilities, ancillary structures specifically Diversion Boxes 5 and 6 in F-Tank Farm to meet FFA milestone of complete operational closure by 9/12/30/2022.
- d)f) Complete Continue Tank 9 Tank Closure Cesium Removal (TCCR) Demonstration operation. The Contractor shall also identify an off-site disposal facility for the TCCR filter media and any other contaminated equipment/material not suitable for disposal at SRS. The Contractor shall collect the necessary data from the TCCR operation with Tank 9 waste and evaluate the feasibility and cost effectiveness of installing and operating a TCCR unit on other waste tanks. Based on this determination, a decision will be made to proceed with the procurement of a second TCCR unit and plan for the operation of at least two TCCR units as supplemental salt processing to accelerate completion of the Liquid Waste mission.
- g) Proceed with the procurement of a second TCCR unit if decision is made (schedule for November 2021) and plan for the operation of at least two TCCR units as supplemental salt processing to accelerate completion of the Liquid Waste mission.
- e)h) Operate Defense Waste Processing Facility (DWPF), under glycolic acid flowsheet, the Saltstone Production Facility (SPF), and the Saltstone Disposal Facility (SDF) in a manner that supports the SWPF planned salt waste processing rate following in the start second year of SWPF operations operation.
- f)j) Continue to perform GWSB #1 canister double stacking activities and increase the number of available double stack canister spaces by 300 additional spaces.
- g) ~~Continue management~~ Operate the Salt Waste Processing Facility in a manner that maximizes waste processing throughput to achieve 7.2 Mgal operating rate maintaining close integration with the rest of the site service accounts providing support to the SWPF via the SWPF Design, Build and One Year of Radioactive Operations contract throughout the period of time leading to transition of responsibility for continued operations of the SWPF complex to the Contractor at which time, the Contractor may extend, revise or amend such service agreements as the Contractor deems fit.
- h)j) ~~Execute the SWPF Operations Transition Plan consisting of identified SWPF transition activities, including involved organizations and a transition schedule and assume responsibility for continued operations of the SWPF complex without negatively impacting other ongoing Liquid Waste operations. This Plan will be prepared by the Incumbent Contractor and will be ready for execution at the time this Task Order is issued. The plan will include as a minimum the review for inclusiveness and acceptance of all necessary facility asset documentation, safety basis plans and documentation, engineering drawings, FIMS required information, identification of any changes to operations and maintenance procedures, training and training requirements. It also includes completing the transmittal of all SWPF documents to the SRS Document Control Center prior to~~

~~the end of the SWPF operations transition period. The duration of transition shall not exceed 90 days from the initiation date to be provided by the DOE CO-LW system.~~

~~i)k)~~ Implement the Next Generation Solvent (NGS) into SWPF ~~at~~by the ~~beginning~~end of the 2nd year of hot operations to ensure compliance with minimum salt waste processing requirements.

~~j)l)~~ Complete DWPF, Saltstone and Tank Farm modifications and Interfaces required for planned SWPF Operations.

#### DWPF:

~~\*—Ready to Implement alternate reductant (Final Glycolic Acid flowsheet) in DWPF~~

- Processing of cesium SE in the Slurry Mix Evaporator (SME)
- Management of the high activity waste streams to be received from SWPF
- Critical Spares in inventory
- Complete Melter #5 design and continue long lead procurements

#### Saltstone:

- Complete implementation of 4th operating shift if necessary to enable 24/7 operation as required to support SWPF operation at rate of 9 Mgal/yr.

#### Complete facility Tank Farm:

- ~~\*—Continue East Hill Utilities Upgrades to remove temporary~~ modifications
- ~~\*—Complete modification resolving issue impacting fill height in the Saltstone Disposal Units~~
- Complete Saltstone Disposal Unit 7 (SDU 7) project and project closeout activitiescontinue work on transfer systems, processing tanks ventilation and ~~turn SDU 7 over to critical spare parts to support SWPF planned~~ operations.

~~k)m)~~ Continue progress with construction of SDU 8/9, and initiate site preparation design of SDU 10-12.

~~l)n)~~ Initiate/Continue activities to provide additional ~~failed equipment~~ storage for failed melters in DWPF.

~~m)o)~~ Resume technology development activities to determine a path forward for the treatment and disposition of Tank 48H waste with the intention of implementing a treatment method and completing treatment operations within the contract period of performance. Tank 48H, located in the H-Tank Farm, is a 1.3 million gallon Type III compliant high-level waste tank. It currently holds approximately 250,000 gallons of radioactive liquid waste material from the operation of the In-Tank Precipitation process. The tank contains approximately 26,000 kg of organic tetraphenylborate compounds. The organic material is incompatible with other waste treatment facilities at SRS; consequently, the tank is isolated from the other tanks in H-Tank Farm. Tank 48H is located in close proximity to DWPF sludge preparation/qualification tank (Tank 51H), the Saltstone Production Facility feed tank (Tank 50H), and the SWPF feed tank (Tank 49H). As such, its return to service could greatly enhance the ability to prepare salt or sludge feed batches. DOE and its contractors have considered a number of technologies and operational approaches to the recovery of Tank 48H. Those technologies have historically been cost prohibitive and have not developed beyond the design and laboratory scale testing phase.

n)p) ~~Initiate~~ Continue design and procurement activities of selected DWPF recycle diversion alternative.

Section C.4, Maintenance Mockup Facility (Bldg. 717-F), is incorporated by reference.

Section C.5, Core Functions: Program Requirements, is incorporated by reference.

Section C.6, Environment, Safety, Health, & Quality, is incorporated by reference.

Section C.7, Personal Property Management, is incorporated by reference.

Section C.8, Information Management, is incorporated by reference.

Section C.9, Records, is incorporated by reference.

Section C.10, Contractor Assurance System, is incorporated by reference.

Section C.11, Safeguards, Security and Emergency Services, is incorporated by reference. The Contractor shall continue Cyber Security initiatives driven by U.S. Department of Homeland Security Binding Directives and Continuous Diagnostics and Mitigation program.

Section C.12, External Affairs, is incorporated by reference.

Section C.13, Savannah River Site Interface Management, is incorporated by reference.

Section C.14, Internal Audit, is incorporated by reference.

Section C.15, Usage-Based Services to Be Provided to Other Site Contractors, is incorporated by reference.

## **Section D - Packaging and Marking**

Section D of the Master IDIQ Contract is incorporated by reference.

## **Section E - Inspection and Acceptance**

Section E of the Master IDIQ Contract is incorporated by reference.

## **Section F - Deliveries or Performance**

Section F of the Master IDIQ Contract is incorporated by reference. The requisite clause information specific to this Task Order included below is consistent with the clause numbering structure established by the Master IDIQ Contract.

### **F.3 Period of Performance**

(a) The overall Task Order period of performance shall be one year from the Task Order Issue date.

## **Section G - Contract Administration Data**

Section G of the Master IDIQ Contract is incorporated by reference.

## Section H - Special Contract Requirements

Section H of the Master IDIQ Contract is incorporated by reference.

## Section I - Contract Clauses

Section I of the Master IDIQ Contract is incorporated by reference, except for the following Section I clause, which is filled-in as follows in Table I-1.

**Table I-1. Section I Clause Fill-Ins**

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.45	FAR 52.217-8	Option to Extend Services	Any time prior to the expiration of the Task Order
DEAR = Department of Energy Acquisition Regulation FAR = Federal Acquisition Regulation			

## Section J - List of Documents, Exhibits, and Other Attachments

Section J of the Master IDIQ Contract is incorporated by reference, as applicable to this Task Order.

### Attachment J-5 - Master Small Business Subcontracting Plan

*Solicitation Note: The Contractor's executed Master Small Business Subcontracting Plan for this Task Order will be inserted here. See applicable I Clause entitled, FAR 52.219-9, Small Business Subcontracting Plan, and applicable Section H Clause entitled, Subcontracted Work.*

### Attachment J-7 - Contract Deliverables

The following list of End States Cleanup Deliverables is required for this Task Order.

**Task Order 3 – End States Cleanup Work Deliverables**

Deliverable Number	Deliverable	DOE		Deliverable Due Date	Task Order Section
		Action	Response Time		
TO3-0001	<del>Complete salt blend modifications to Tank 42CD-2/3 Package for SDU 10-12</del>	<u>Approval</u>	<u>60 DAYS</u>	TBD	C.2 <del>ak</del>
TO3-0002	<del>Provide management recommendation—path forward for 2H Evaporator</del>	<u>Review for submittal to SCDHEC</u>	<u>14 DAYS</u>	TBD	C.2 a



**Task Order 3 – End States Cleanup Work Deliverables**

Deliverable Number	Deliverable	DOE		Deliverable Due Date	Task Order Section
		Action	Response Time		
	<del>Pot</del> Quarterly FY22 Salt Agreement Force Majeure Report				
TO3-0003	<del>Complete Sludge Batch 10 preparation and qualification</del> Plan for TCCR Unit 2 processing rates or STCA option that is technically feasible and/or economically efficient with roughly the same value and benefit to the Liquid Waste program	Review for submittal to SCDHEC	<u>30 DAYS</u>	TBD	C.2 <del>ag</del>
TO3-0004	<del>Complete Bulk Waste Removal – Tank 9</del> FFA modification with the comprehensive plan and schedule to complete negotiations of HLW tank closures	Review for submittal to EPA/ SCDHEC	<u>30 DAYS</u>	TBD	C.2 <del>be</del>
TO3-0005	<del>Complete Tank 9 TCCR Demonstration</del> Explanation of Significant Difference or Interim Record of Decision for Demonstration of Ancillary Structure Closure (FDB5 and 6)	Review for submittal to EPA/ SCDHEC	<u>30 DAYS</u>	TBD	C.2 <del>de</del>
TO3-0006	<del>Complete GWSB #1</del> modifications to add an additional 300 double stack canister storage positions1QFY23 Salt Agreement Force Majeure Report (pending incomplete processing of 36.75M gal. of salt waste processed)	Review for submittal to SCDHEC	<u>14 DAYS</u>	TBD	C.2 <del>f</del>
TO3-0007	<del>Process 20k</del> FY 22 Annual Salt Agreement Force Majeure Report to indicate 36.75 million gallons of salt waste feed through SWPFprocessed	Review for submittal to SCDHEC	<u>14 DAYS</u>	TBD	C.2 <del>h</del>
TO3-0008	<del>Complete DWPF, Saltstone and Tank Farm</del>	Approve	<u>60 DAYS</u>	<del>TBD</del> TBD	C.2 <del>jn</del>

**Task Order 3 – End States Cleanup Work Deliverables**

Deliverable Number	Deliverable	DOE		Deliverable Due Date	Task Order Section
		Action	Response Time		
	<del>modifications &amp; interfaces for SWPF operations</del> <u>DWPF Recycle Diversion DSA</u>				
TO3-0009	<del>Complete SDU 7 project and turnover to operations</del> <u>TCCR 2 DSA</u>	<u>Approve</u>	<u>60 DAYS</u>	<del>TBD</del> <u>TBD</u>	C.2 <del>kg</del>

## **REPRESENTATIONS AND INSTRUCTIONS**

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## L.1 FAR 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one (1) or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer (CO) will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

<https://www.acquisition.gov/far/>

<http://energy.gov/management/downloads/searchable-electronic-department-energy-acquisition-regulation>

FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
FAR 52.204-7	System for Award Management (Oct 2018)	
FAR 52.204-16	Commercial and Government Entity Code Reporting ( <del>Jul 2016</del> <u>Aug 2020</u> )	
FAR 52.214-34	Submission of Offers in the English Language (Apr 1991)	
FAR 52.214-35	Submission of Offers in U.S. Currency (Apr 1991)	
FAR 52.215-1	Instructions to Offerors – Competitive Acquisition (Jan 2017)	
FAR 52.215-16	Facilities Capital Cost of Money (Jun 2003)	
FAR 52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost of Pricing Data (Oct 2010) – Alt III (Oct 1997) and Alt IV (Oct 2010)	Alt III, (c) As specified in Section L Alt IV, (b) As specified in Section L
FAR 52.215-22	Limitations on Pass-Through Charges Identification of Subcontract Effort (Oct 2009)	
FAR 52.222-5	Construction Wage Rate Requirements – Secondary Site of the Work (May 2014)	
FAR 52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (Feb 1999)	(b) Minority Goal: 27.2%; Female Goal: 6.9% (e) <b>Aiken County</b>
FAR 52.222-24	Pre-Award On-Site Equal Opportunity Compliance Evaluation (Feb 1999)	
FAR 52.222-46	Evaluation of Compensation for Professional Employees (Feb 1993) (Note: The requirement for a Total Compensation Plan is considered to be otherwise satisfied based on compliance with the proposal preparation instructions in this Section.)	
FAR 52.237-1	Site Visit (Apr. 1984)	
FAR 52.250-2	SAFETY Act Coverage Not Applicable (Feb 2009)	
DEAR 952.227-84	Notice of Right to Request Patent Waiver (Feb 1988)	
DEAR 952.233-4	Notice of Protest File Availability (Aug 2009)	
DEAR 952.233-5	Agency Protest Review (Sep 1996)	

## **L.2 FAR 52.252-5 Authorized Deviations in Provisions (Apr 1984)**

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the provision.
- (b) The use in this solicitation of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

## **L.3 DEAR 952.219-70 DOE Mentor-Protégé Program (May 2000) (DEVIATION) (Issued by DOE Policy Flash 2019-15)**

The Department of Energy has established a Mentor- Protégé Program to encourage its prime contractors to assist small business concerns, Historically Black Colleges and Universities and Minority Institutions, and other minority institutions of higher learning in enhancing their capabilities to perform contracts and subcontracts for DOE and other Federal agencies. If the contract resulting from this solicitation is awarded on a cost-plus-award fee basis, the Contractor's performance as a Mentor may be evaluated as part of the award fee plan. Mentor and Protégé firms will develop and submit “lessons learned” evaluations to DOE at the conclusion of the agreement. Any DOE contractor that is interested in becoming a Mentor should refer to the applicable regulations at 48 CFR 919.70 and should contact the Department of Energy's Office of Small and Disadvantaged Business Utilization.

## **L.4 FAR 52.216-1 Type of Contract (Apr 1984)**

The Government contemplates award of an Indefinite-Delivery/Indefinite-Quantity (IDIQ) contract under which Firm-Fixed-Price (FFP) and/or Cost Reimbursement (CR) Task Orders may be issued resulting from this solicitation.

## **L.5 DOE-L-2017 Expenses Related to Offeror Submissions (Oct 2015)**

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or bid, or in making necessary studies or designs for the preparation thereof or for acquiring or contracting for any services relating thereto.

## **L.6 DOE-L-2022 Alternate Bid/Proposal Information – None (Oct 2015)**

Alternate bid/proposals are not solicited, are not desired, and will not be evaluated.

## **L.7 DOE-L-2024 Notice of Intent – Use of Non-Federal Evaluators and Advisors (Oct 2015)**

The Government may utilize non-federal evaluators and/or advisors or other non-federal support personnel for evaluating proposals received in response to this solicitation. Such personnel shall be required to sign nondisclosure agreements and to comply with personal and organizational conflicts of interest requirements in accordance with the FAR and DEAR 915.207-70(f)(5) and (6). Under the statutes governing procurement integrity, these non-federal personnel may not disclose any information learned by participating in this acquisition. See the *Procurement Integrity Act*, 41 U.S.C. §§ 2101-2107.

## **L.8 DOE-L-2025 Intention to Bid/Propose (Oct 2015)**

In order to facilitate the efficiency of the Government’s solicitation and award process through advance information on the anticipated number of Offerors, potential Offerors are requested to submit the name, DUNS Number, address, and telephone number of its firm or organization and any subcontractors to

[SRSIMC@emcbc.doe.gov](mailto:SRSIMC@emcbc.doe.gov) not later than 20 calendar days prior to the proposal due date. If the bid/proposal is to be submitted by a teaming arrangement, the Offeror is requested to submit the above information for all members of the proposing team. DOE may utilize this information to interface regarding necessary Fed Connect and System for Award Management registrations.

### **L.9 Offer Acceptance Period**

The Offeror's proposal shall be valid for ~~270~~300 calendar days after the required due date for proposals.

### **L.10 DOE-L-2001 Proposal Preparation Instructions – General (Oct 2015) Alternate I and Alternate II (Oct 2015) (Revised)**

#### **(a) Definitions.**

- (1) Offeror. The term "Offeror," as used in this Section L, refers to the single entity submitting the proposal. The Offeror may be a single corporation or a "Contractor team arrangement" as defined in FAR 9.601(1), for example, a limited liability company (LLC), limited liability partnership (LLP), joint venture (JV), or similar entity or arrangement. The Offeror may be an existing or newly formed business entity. The term "newly formed entity" refers to any business entity (e.g. JV, LLP, LLC, or similar entity or arrangement) formed solely for the purpose of submitting a proposal on a Government contract. Such an entity may not have a record of its own past performance due to the fact that it may have been formed recently by affiliated entities for the purpose of submitting a proposal for this procurement. If the Offeror is a newly formed entity, it must be legally established on or before the date for submission of proposals. (See Volume I instructions regarding any requirement for a performance guarantee agreement.)
- (2) Teaming Subcontractor. A "Teaming Subcontractor" is any subcontractor that will perform work that is incorporated into the Offeror's Technical and Management Proposal and that the prime Offeror considers necessary to enhance its team's Technical and Management Proposal or ability to meet delivery requirements within the Master IDIQ PWS. Teaming Subcontractors count toward fulfillment of the Section H Clause entitled, *Subcontracted Work*, requirement and other small business goals in this Contract.

#### **(b) Availability of the solicitation, amendments, and other documents-electronic media.**

- (1) In order to further the Government policy of maximizing electronic commerce and making the acquisition process optimally cost-effective, electronic media will be used for distributing the solicitation, amendments thereto, and other documents to the public. These documents will be posted via the FedConnect website at <https://www.fedconnect.net>. This electronic medium will constitute the official distribution method for this solicitation. All amendments and any other official communications from DOE regarding this solicitation will be posted through this medium. Offerors and all other interested parties are responsible to maintain continual surveillance of the website to remain abreast of the latest available information (Offerors and other interested parties are encouraged to utilize the website's "Notifications" feature). No changes to this solicitation will be effective unless the changes are incorporated into the solicitation by an amendment. No other communication, whether oral or in writing, will modify or supersede the terms of the solicitation.
- (2) The solicitation, amendments, reference documents, and other communications are also available through the Environmental Management Consolidated Business Center (EMCBC) procurement website at <https://www.emcbc.doe.gov/SEB/SRSIMC/>. Sensitive information, such as Official Use Only (OUO) information, will require the Offeror to complete and return a nondisclosure agreement as instructed on the procurement website.

(c) Submission of proposals.

- (1) The Offeror must be registered in FedConnect at <https://www.fedconnect.net>. The Offeror must also be registered in the System for Award Management at <https://www.sam.gov>.
- (2) Offerors must submit proposals electronically through FedConnect by the date and time specified in Standard Form 33, *Solicitation, Offer and Award*, in Section A of this solicitation and other provisions of Section L. It is imperative that the Offeror read and understand how to submit its proposal using the FedConnect web portal. All proposal documents required by this solicitation must be uploaded and received in their entirety in the FedConnect Responses web portal no later than the date and time specified in Standard Form 33, *Solicitation, Offer and Award*, in Section A of this solicitation. Failure to submit a response that is received through the FedConnect Responses web portal by the stated time and date may result in the proposal not being considered. By submitting a proposal, the Offeror agrees to comply with all terms and conditions as set forth in this solicitation. DOE does not provide help desk assistance regarding FedConnect, and questions regarding FedConnect shall be addressed directly to FedConnect in accordance with instructions found on its website. Subcontractor submissions of proprietary information may provide a password protected document file to the prime and share the password with the CO. The subcontractor proposal must adhere to the proposal due date/time in the solicitation and be submitted by the prime Offeror via FedConnect.
- (3) Electronic submission of a proposal via FedConnect shall be required; however, the original, signed, hard copy submission of the proposal shall be considered the Offeror's official offer and will be considered binding.
- (4) In addition to the electronic submission of the Offeror's proposal via FedConnect, the Offeror shall submit the required number of paper and USB flash drive copies of each proposal volume as indicated below. The content in the paper and electronic copies shall be identical. The only exceptions are:
  - (i) Financial statements and annual reports, which shall be included in the electronic submission, USB flash drive copies, and the signed original only, but are not required to be included in the additional paper copies.
  - (ii) The Offeror's 'Estimating Flat File' shall only be included in the electronic submission and USB flash drive copies. No paper (original or copy) submittal is required. The electronic version of the 'Estimating Flat File' submitted through FedConnect, will constitute part of the binding offer.

The paper copies shall be delivered and received no later than the proposal due date, as follows:

**MAIL TO (see table below for number of hard and electronic copies):**

U S. Department of Energy  
Attention: Jodi Gordon, Contracting Officer  
550 Main Street, Room 7-101  
Cincinnati, OH 45202

Shipping materials shall be marked as follows: TO BE OPENED BY ADDRESSEE ONLY.  
RFP No. 89303319REM000055

E-mail: [Jodi.Gordon@Emcbc.Doe.Gov](mailto:Jodi.Gordon@Emcbc.Doe.Gov)  
Phone: 513-744-0977

And

U. S. Department of Energy  
Savannah River Operations Office  
Attention: Cynthia Strowbridge, Contract Specialist  
Building 707-59B  
Aiken, SC 29802

Shipping materials shall be marked as follows: TO BE OPENED  
BY ADDRESSEE ONLY. RFP No. 89303319REM000055

E-mail: [Cynthia.Strowbridge@srs.gov](mailto:Cynthia.Strowbridge@srs.gov)  
Phone: 803-952-9355

**Note:** ~~Offerors delivering~~Delivery of proposals ~~via hand-carry or Express Mail~~ to the above address should arrange for delivery between the hours of 8:00 AM – 4:00 PM EST and contact the Contacting Officer, Jodi Gordon at (513)744-0977 or email at [Jodi.Gordon@emcbc.doe.gov](mailto:Jodi.Gordon@emcbc.doe.gov) in advance to advise of the anticipated delivery date and time.

In addition, Offerors shall provide USB flash drives that are clearly labeled with the Offeror's name, Request for Proposal (RFP) number, volume number, and copy number. The proposals provided via USB flash drive copies are provided for Source Evaluation Board evaluation convenience only. In the event of a conflict, the hard copy material takes precedence over the electronic submission.

The original proposal shall contain signed originals of all documents requiring signatures by the Offeror. Use of reproductions of signed originals is authorized in all other copies of the proposal. The original, signed, hard copy submission of the proposal shall be considered the Offeror's official offer and will be considered binding.

<b>Proposal Volume – Title</b>	<b>Number of Hard Copy Proposals Required (DOE-EMCBC)</b>	<b>Number of Hard Copy Proposals Required (DOE-SRS)</b>	<b>Number of USB Flash Drives Required (DOE-EMCBC)</b>	<b>Number of USB Flash Drives Required (DOE-SRS)</b>
Volume I – Offer and Other Documents	1 signed original and 1 copy	<b>1</b>	<b>1</b>	<b>1</b>
Volume II – Technical and Management Proposal	1 signed original and 1 copy	<b>4</b>	<b>1</b>	<b>1</b>
Volume III – Cost and Fee Proposal	1 signed original and <del>31</del> copies	<b><u>42</u></b>	<b>3</b>	<b>1</b>

(d) Solicitation instructions and proposal information.

- (1) Proposals are expected to conform to all solicitation requirements and the instructions contained in this Section L. The Government will evaluate proposals on the basis of the information provided in the proposal. The Government will not assume that an Offeror possesses any capability unless set forth in the proposal. This applies even if the Offeror has existing contracts with the Federal Government, including DOE.
- (2) These instructions are not evaluation factors. Evaluation factors are set out in Section M, *Evaluation Factors for Award*, of this solicitation. However, failure to provide the requested information may make an Offeror ineligible for award or adversely affect the Government's

evaluation of an Offeror's proposal. In addition, a proposal will be eliminated from further consideration before the initial rating if the proposal is deficient as to be totally unacceptable on its face. A proposal will be deemed unacceptable if it does not represent a reasonable initial effort to address itself to the material requirements of the solicitation, or if it does not substantially and materially comply with the proposal preparation instructions of this solicitation. Cursory responses or responses, which merely repeat or reformulate the solicitation, will not be considered responsive to the requirements of the solicitation. In the event that a proposal is rejected, a notice will be sent to the Offeror stating the reason(s) that the proposal will not be considered for further evaluation under this solicitation.

(e) Proposal volumes and page limitations.

- (1) The overall proposal shall consist of separate volumes, organized and individually entitled as stated below, with the following page limitations:
  - (i) Volume I, *Offer and Other Documents* - No page limit.
  - (ii) Volume II, *Technical and Management Proposal* - See page limitations identified in each factor.
  - (iii) Volume III, *Cost and Fee Proposal* - No page limit.
- (2) All attachments, annexes, and appendices shall be counted toward any page limitation set forth below, unless otherwise stated. The following do not count toward the page limitations: table of contents, title pages, glossary, divider tabs, blank pages, and the cross reference matrix. Those pages that exceed the limits set forth in each factor below will not be considered in the evaluation; page counting will begin with the first page of each volume and continue up to the page limitation. No material may be incorporated by reference as a means to circumvent the page limitations.
- (3) Except as may be provided elsewhere in the solicitation ~~(including paragraph (f)(2) below)~~, Offerors shall not cross reference to other volumes of the proposal and shall provide complete information within the appropriate volume. All cost and pricing information shall be submitted and addressed only in Volume III, *Cost and Fee Proposal*, unless otherwise specified.

(f) Proposal specifications.

- (1) Table of contents. Each volume shall contain a table of contents and a glossary of abbreviations and acronyms. The table of contents in each volume shall identify the section, subsection, paragraph titles, and page numbers, as well as all spreadsheets, charts, tables, figures, diagrams, design drawings, and graphs.
- (2) Page size. Page size shall be 8½ × 11 inches for text pages, excluding foldouts. When 8½ × 11 inch pages contain text on both front and back, this is considered two pages. Page size for foldouts shall not exceed 11 × 17 inches; foldouts may be used for large tables, charts, graphs, diagrams, design drawings, or other schematics. Foldout pages shall fold entirely within the volume in which it appears. Tables of contents, lists of figures, dividers, tabs, or similar inserts that do not provide any substantive information are not counted as a page. Use of 11 × 17 binders for the Volume III, *Cost and Fee Proposal*, is permitted.
- (3) Print type. Paragraph text shall be 12 point or larger, single spaced, using Times New Roman font, ~~including paragraph text in the Section L attachments~~. Paragraph headings and section titles may use Arial or Times New Roman font 12 point or larger. Headers and footers, spreadsheets, charts, tables, diagrams or design drawings, and graphs must be 9 point or larger using Times New Roman or Arial font. Bold and italics are acceptable, and narrow is not acceptable. ~~Print~~



~~type used in completing forms attached to this RFP as Microsoft® Word®, Access®, or Excel® documents should not be changed from the styles used in the attachments.~~

- (4) Page margins. Page margins for text pages and 11 x 17 shall be a minimum of one inch at the top, bottom, and each side. Tabloid pages (11 x 17's) may only be used for graphics, spreadsheets, and large tables. Paragraphs of text and section heading are not allowed on 11 x 17's. Each 11 x 17 page shall count as one page. Each page shall, within the one inch top or bottom margins, set forth the solicitation number; name of the Offeror; and, as applicable, the legend in accordance with paragraph (e)(2), Restriction on disclosure and use of data, of the provision at FAR 52.215-1, *Instructions to Offerors-Competitive Acquisition*. The page margins may also include page numbers. This is the only information that can be displayed within the margins. Two columns of text per page on portrait pages and 3 columns of text per page on landscape pages are acceptable.
- (5) Page numbering. All pages shall be sequentially numbered by volume and by individual sections within each volume.
- (6) File format. Files submitted shall be readable and searchable using Microsoft® Word®, Excel®, or Adobe® portable document format file (PDF) (must be in a searchable format, not scanned) except for scanned Volume I signed documents and the following specific Volume III files:
  - (a) Electronic copies of financial statements and Annual Reports shall be submitted in PDF (portable document format files are required).
  - (b) Any proprietary software utilized in preparation of proposal information shall be provided along with licenses required to allow operation of the proprietary software. Any files provided in accordance with this section shall be in the native format.
  - (c) Cost and Fee Proposal tables shall be organized and submitted in native file format.

The files shall not be password protected or contain other security restraints unless access information is provided.

- (7) Binding and labeling of hard copies. Each volume shall be separately bound in three-ringed loose-leaf binders. Cost proposals may be submitted in three-ringed binders of any size up to 11 x 17. Staples shall not be used. The outside front cover of each binder shall indicate the Offeror's name, the RFP number, the title of the RFP, and the copy number (i.e., sequentially number the required copies with the original being copy no. 1). The same identifying data shall be placed on the spine of each binder to facilitate identification and accountability when placed in a vertical position.
- (8) Excel printed paper formatting. As part of the Offeror's proposal submission, the Offeror shall provide Section L Excel® Attachments in accordance with the solicitation requirements (paper copies and electronic versions), including the font size requirements. To address the potential width and height of the documents in the printed paper copies, Offerors are allowed to logically break these Excel worksheets into multiple pages in order to meet the solicitation requirements. Also, it is acceptable for Offerors to scale the printed paper copies of the Excel® worksheets to a smaller print size, so long as the documents are legible. Additionally, if the Excel® worksheets span multiple pages, then each page of the worksheets shall include the applicable column and row headers.
- (g) Classified information. The Offeror shall not provide any classified information in response to this solicitation.
- (h) Questions.



- (1) Questions regarding this solicitation must be submitted to SRSIMC@emcbc.doe.gov no later than 7 calendar days after the original solicitation issuance date. If DOE has not acknowledged receipt of submitted questions within three business days, the Offeror may contact the CO to confirm receipt of questions. Each question shall clearly specify the solicitation area to which it refers. Responses to questions, as appropriate, will be posted on the procurement website as soon as practicable. DOE will make every effort to have all questions answered at least two weeks before the proposal submission date. The Government will not identify prospective Offerors submitting questions. Offerors must check the procurement website periodically to ascertain the status of answers to questions.
- (2) This solicitation is considered complete and adequately describes the Government's requirements. If an Offeror believes that there is an error in the solicitation, or an omission, the Offeror shall submit a question to SRSIMC@emcbc.doe.gov.
- (i) False statements. Proposals must set forth full, accurate, and complete information, as required by this solicitation (including attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.
- (j) Examination of data. By submission of a proposal, the Offeror grants to the CO, or an authorized representative of the CO, the right to examine, for purposes of verifying the data submitted, those books, records, documents, and other supporting data (regardless of form) that will permit an adequate evaluation of the proposal. This right may be exercised in connection with any reviews deemed necessary by the CO prior to award.
- (k) Commitment of public funds. The CO is the only individual who can legally award a contract and commit the Government to the expenditure of public funds in connection with the proposed acquisition. Any other commitment, either explicit or implied, is invalid.
- (l) Content of resulting contract. Any contract awarded as a result of this solicitation will contain the following sections of the solicitation: Part I - The Schedule; Part II - Contract Clauses; Part III, List of Documents, Exhibits and Other Attachments; and Part IV, Section K - Representations, Certifications, and Other Statements of Offerors. Section K will be incorporated into the contract by reference.
- (m) Allowable Salary for Key Personnel. Award of the Contract, as proposed, does not constitute a determination of allowability of key personnel salaries contained in the successful offer. As provided in Section H, entitled, *Special Provisions Applicable To Workforce Transition and Employee Compensation: Pay and Benefits*, within 20 days after ~~initial NTP~~the effective date of the Transition Task Order, the Contractor will submit Form EM 3220.5, *Application for Contractor Compensation Approval*, to the CO for each key personnel position listed in the Contract for a determination of cost allowability for reimbursement under the Contract. To support a reasonableness determination, the Contractor shall also provide compensation market survey data to support/justify the requested salary and any other information as requested by the CO. The Form EM 3220.5, *Application for Contractor Compensation Approval*, information shall not exceed the proposed key personnel compensation contained in the successful offer.

Executive incentive programs are allocable and, therefore, may be determined to be allowable, if approved by the CO. Additionally, an executive incentive program will only be considered allowable to the extent the cost of the incentive is allocable as defined in FAR 31.201-4. To support a reasonableness determination for allowability, the Contractor will be required to provide a justification and may be required to provide additional information such as a copy of the annual incentive letter provided to the individual executive for the services to be rendered.

**L.11 DOE-L-2002 Proposal Preparation Instructions, Volume I – Offer and Other Documents – Alternate II, Alternate III, Alternate IV, Alternate V, and Alternate VI (Oct 2015)**

- (a) Cover letter. The Offeror may provide a brief cover letter. The cover letter will not be considered in the evaluation.
- (b) General. Volume I – Offer and Other Documents, contains the offer to enter into a contract and other documents. The signed original(s) of all documents requiring signature by Offerors shall be contained in the original Volume I. Offerors shall include the information listed in the following paragraphs in Volume I, assembled in the order listed. In cases where the Offeror is required to fill in information in a contract clause, the Offeror shall submit only those pages that require input of information or a signature. Those specific areas are:

Section B:

- (1) DOE-B-2015, Task Order Fee/Profit Ceiling (Oct 2014) (Revised)

- (2) Section H:

- (i) DOE-H-2017, Responsible Corporate Official and Corporate Board of Directors (Oct 2014)
  - (ii) DOE-H-2052, Representations, Certifications, and Other Statements of the Offeror (Oct 2014) (Revised)
  - (iii) DOE-H-2058, Designation and Consent of Teaming Subcontracts (Oct 2014) (Alternate 1) (Revised)
  - (iv) DOE-H-2070, Key Personnel – Alternate I (Oct 2014) (Revised)
  - (v) Organizational Conflict of Interest – Affiliate(s)

- (3) Section I:

- (i) FAR 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014)

~~(ii) FAR 52.219-28, Post Award Small Business Program Re-representation (Jul 2013)~~

~~(iii)~~(ii) FAR 52.223-3, Hazardous Material Identification and Material Safety Data (Jan 1997) – Alternate I (Jul 1995)

~~(iv)~~(iii) FAR 52.227-23, Rights to Proposal Data (Technical) (Jun 1987)

- (4) Section J:

- (i) Attachment J-10, IDIQ Labor Rate Schedule (Attachment L-6 ~~Worksheet, Cost and Fee/Profit Elements Workbook~~)

- (5) Task Order 1- Transition Task Fill-Ins (Attachment L-9)

- (i) B.2 Type of Contract

- (d) DOE-B-2004 Cost-No-Fee Task Order: Total Estimated Cost (OCT 2014) (Revised)

- (c) Standard Form 33, *Solicitation, Offer and Award* – one signed original of the Standard Form (SF) 33 must be provided in addition to a copy for each set of the Volume I.

- (1) The person signing the SF 33 must have the authority to commit the Offeror to the terms and conditions of the resulting contract, Sections A - J. By signing and submitting the SF 33, the Offeror commits to accept the resulting Contract as contained in the solicitation, unless an exception or deviation to the terms and conditions as stated in the solicitation is explicitly stated by the Offeror in accordance with the below subsection (g), *Exceptions and Deviations*.
  - (2) The Offeror must acknowledge receipt of all amendments to the solicitation in block 14 of the SF 33.
  - (3) The Offeror shall insert ~~270~~300 calendar days in block 12 of the SF 33 in accordance with Section L provision entitled, *Offer Acceptance Period*.
- (d) Administrative information. Offerors shall provide the following information:
- (1) Solicitation number (reference paragraph (c)(2)(i) of the Section L provision at FAR 52.215-1 entitled, *Instructions to Offerors - Competitive Acquisition*).
  - (2) Offeror name. Name, address, telephone and facsimile numbers, e-mail, and Data Universal Numbering System Number (DUNS) of the Offeror (reference paragraph (c)(2)(ii) of the Section L provision at FAR 52.215-1, *Instructions to Offerors Competitive- Acquisition*).
  - (3) Authorized signatory. Name and title of person authorized to sign the proposal (reference paragraph (c)(2)(v) of the Section L provision at FAR 52.215-1, *Instructions to Offerors - Competitive Acquisition*).
  - (4) Negotiators. Name(s), title(s), telephone number, and email address of persons authorized to negotiate on the Offeror's behalf (reference paragraph (c)(2)(iv) of the Section L provision at FAR 52.215-1, *Instructions to Offerors - Competitive Acquisition*).
  - (5) Government agency administration. Government agency(ies) and name of its representative(s) having administrative cognizance over the Offeror or parent company within the meaning of FAR subpart 42.3, *Contract Administration Office Functions*, including financial auditing, employment opportunity oversight, etc. Include agency name, address, and telephone number.
  - (6) Offeror's Authorized Participants – Virtual Oral Problem Scenarios and Oral Interview. Offerors shall provide the name, employer/company, and email address of the Offeror's authorized key personnel participants for the Oral Problem Scenarios and Oral Interview. The Offeror shall also provide the name, employer/company, and email address of the Offeror's authorized non-key personnel participant to provide IT technical support for the virtual platform connection and equipment; and/or persons required to assist any of the key personnel with disabilities.
- (e) Subcontractors and other entities. Offerors shall provide the following information:
- (1) Name, address, and DUNS number for all proposed Teaming Subcontractors as defined in DOE-L-2001, Proposal Preparation Instructions – General, Section (a)(2).
  - (2) If the Offeror is a joint venture, limited liability company, limited liability partnership, or other similar entity (multi-member, shared ownership) provide:
    - (i) Name, address, and DUNS of the parent or member company(ies) of the Offeror - joint venture members, limited liability company members, limited liability partnership members, etc.; and
    - (ii) Teaming agreement(s) and operating agreement (if applicable), that will remain in effect after any contract award, that describe the business arrangement between the parent or member

company(ies) of the Offeror, including the identity of the one member/partner who has the majority interest in the Offeror.

(f) Representations and certifications.

- (1) If the Offeror has completed the annual representations and certifications electronically via the System for Award Management website in accordance with the provision at FAR 52.204-8, *Annual Representations and Certifications*, and those representations and certifications are current, accurate, complete, and applicable to this solicitation, the Offeror does not need to resubmit such representations and certifications in response to this solicitation. However, if any of these annual representations and certifications requires a change, the Offeror shall submit those changes in accordance with FAR 52.204-8.
- (2) If the Offeror has not completed the annual representations and certifications electronically via the System for Award Management, the Offeror shall complete and provide all of the representations, certifications, and other statements of the Offeror as required in this solicitation's Section K.
- (3) The Offeror shall also complete any additional representations, certifications, or other statements required in this solicitation's Section K, *Representations, Certifications, and Other Statements of the Offeror*.

(g) Exceptions and deviations.

- (1) Exceptions and/or deviations are not sought, and the Government is under no obligation to enter into discussions related to such. The Offeror shall specifically identify and fully explain any proposed exception to or deviation from the terms and conditions of the solicitation. Any proposed exceptions or deviations must identify the applicable solicitation section, clause or provision number, paragraph number, and the proposal volumes to which the exception or deviation applies. In addition to identifying this complete information in Volume I, any deviations or exceptions shall also be identified in the other volumes to which the deviation or exception applies, Volumes II and III. Only exceptions or deviations specifically identified in this section, if accepted by the Government, will take precedence over the terms and conditions of the solicitation.
- (2) Any exceptions or deviations by the Offeror to the terms and conditions stated in the solicitation for the resulting contract will make the offer unacceptable for award without discussions. If an Offeror proposes exceptions or deviations to the terms and conditions of the contract, then the Government may make an award without discussions to another Offeror that did not take exception to the terms and conditions of the contract.

(h) Facility Clearance verification. (Revised)

The Offeror shall submit the following for the Offeror, JV/LLC member(s), and Teaming Subcontractors (if applicable) who will perform work under a contract resulting from this solicitation and require access authorizations (see Section L provision entitled, DEAR 952.204-73, Facility Clearance): (1) DOE Facility Clearance code or your Department of Defense (DOD) assigned Commercial and Government Entity (CAGE) code; (2) the date the Offeror's, JV/LLC member(s)', and Teaming Subcontractor's (if applicable) completed Standard Form 328 was submitted, and (3) the date of the Contracting Officer's affirmative FOCI determination. If the Offeror, JV/LLC member(s), or any of its Teaming Subcontractors (if applicable) do not possess such a CAGE code or DOE/NRC facility clearance number, the Offeror, JV/LLC member(s), and Teaming Subcontractor (if applicable) shall submit FOCI information in accordance with the Section L provision entitled, DEAR 952.204-73, Facility Clearance. Further information is

available at <https://foci.anl.gov/>. All Offerors, JV/LLC member(s), and Teaming Subcontractors (if applicable) that do not possess a CAGE code or DOE/NRC Facility Clearance number, shall complete the required entries into the DOE Foreign Ownership, Control, or Influence (FOCI) Electronic Submission System (ESS) located at <https://foci.anl.gov/>. Use of the DOE FOCI ESS is mandatory for all Offerors, JV/LLC member(s), and Teaming Subcontractors (if applicable) that do not possess a Facility Clearance. Be sure to designate Key Management Personnel (KMP) (specific to FOCI only; this is not the same as Key Personnel as defined in Section H) in e-FOCI that hold the appropriate security clearance level as required by the scope of work and for the facility clearance. At a minimum, KMP must include the positions of the President and Facility Security Officer (FSO). If any member of the Offeror (including Teaming Subcontractors) or Tier Parents of the Offeror are under FOCI, the Offeror shall submit a draft FOCI Mitigation Plan for review by the appropriate Cognizant Security Office (CSO). If the CSO has questions regarding any of the FOCI Verification, Facility Clearance Information, and/or the draft FOCI Mitigation Plan, it may reach out to the Offeror during the evaluation process for clarifications. Note: This will not constitute “negotiations” (or “discussions”) as defined in paragraph (d) of FAR 15.306, Exchanges with Offerors After Receipt of Proposals or obligate the Government to conduct discussions; nor constitute a “proposal revision” as defined in FAR 15.001.

Offerors, JV/LLC member(s), and Teaming Subcontractors (if applicable) are encouraged to transmit FOCI information before the deadline for proposal submission. Under the DOE FOCI ESS, electronic signatures cannot be accepted; thus, the signed original SF-328 executed in accordance with the form’s instructions, and any other forms requiring a signature or seal shall be printed, signed, and submitted to the federal FOCI Operations Manager at the mailing address provided in the system. When filling out the New User Registration information in the DOE FOCI ESS, select “Savannah River Site - EMCBC” as the FOCI Office that will review your submission for this solicitation when it is completed. Include the solicitation name and number in the “Reason for Request” field. If the Department identifies missing information, the Offeror shall submit any information requested by the Department (FOCI Manager or CO) as soon as possible.

(i) Performance guarantee agreement.

If the Offeror is a joint venture, limited liability company, or other similar entity, the Offeror shall provide the Performance Guarantee Agreement in accordance with the clause DOE-H-2016, *Performance Guarantee Agreement*. See Section L, Attachment L-1 entitled, *Performance Guarantee Agreement*, for form and text of the required Performance Guarantee Agreement.

(j) Responsible Corporate Official and Corporate Board of Directors.

The Offeror shall provide the name of the responsible corporate official and other information related to the corporate board of directors in accordance with the clause DOE-H-2017 entitled, *Responsible Corporate Official and Corporate Board of Directors*.

(k) Small business subcontracting plan.

- (1) A completed and acceptable Master Small Business Subcontracting Plan is required to be submitted in accordance with the Section I, FAR Clause 52.219-9 entitled, *Small Business Subcontracting Plan*, Alternate II, and proposal instructions herein. The Master Subcontracting Plan is not a requirement for evaluation in source selection, but rather, a Volume I responsibility determination of the prospective large business awardee and it will be incorporated into the resultant contract as Section J, Attachment entitled, *Master Small Business Subcontracting Plan*.



- (2) To be considered acceptable, the Offeror’s plan shall address, in adequate detail, and shall contain all elements required in FAR 52.219-9, except goals. Failure by a large business Offeror to submit and/or negotiate a subcontracting plan that addresses each element identified in FAR 52.219-9, except goals, in adequate detail may make the Offeror ineligible for award of a contract. See FAR 19.702, *Statutory Requirements* (a)(1), regarding failure of the apparent successful Offeror to negotiate and submit a Plan acceptable to the CO.
- (3) The Offeror shall establish separate small business subcontracting goals at the Task Order level (with the exception of the Transition Task Order) that afford small businesses with the maximum practicable opportunity to participate in Contract performance consistent with efficient performance. In developing its proposed separate small business subcontracting goals, the Offeror shall establish minimum goals for each small business category as follows (Table L-3):

**Table L-3. Small Business Category**

<b>Small Business Category</b>	<b>Small Business Goals [Percentages are based on the total available subcontracting dollars]</b>
Small Businesses (categories below are subsets within this category)	50%
Veteran-Owned Small Business (VOSB)	3%
Service-Disabled Veteran-Owned Small Business (SDVOSB)	3%
Historically Underutilized Business Zone (HUBZone)	3%
Small Disadvantaged Business	5%
Women-Owned Small Business	20%
*The small business subcategories may not necessarily add up to the overall percentage in the Small Business category, since some small businesses may not fall into any of the subcategories, while others may fall into more than one subcategory.	

- (4) Proposed small business goals shall be the percent of total subcontracted work specified in each Task Order in compliance with the Offeror’s Master Small Business Subcontracting Plan.

(l) Community Commitment Plan.

The Offeror shall provide a *Community Commitment Plan* that demonstrates meaningful partnership with the community and support of sustainable economic use of the site. See the Section H clause DOE-H-2045, entitled *Contractor Community Commitment*. The Plan will become part of the resulting Contract as an attachment to Section J.

(m) Organizational Conflicts of Interest (OCI).

The Offeror, including each entity participating in a joint venture, limited liability company (LLC), or teaming agreement thereof as defined in FAR 9.601(1), as well as any Teaming Subcontractor(s), shall provide a fully executed Section K.810, *Organizational Conflicts of Interest Disclosure*, and any necessary statements required by the provision. If the Offeror believes there is an existing or potential OCI, the Offeror shall submit an appropriate draft OCI mitigation plan with its proposal. If the Department identifies an existing or potential OCI, the Offeror shall submit any information requested by the Department, including a draft OCI mitigation plan. If the Department requires additional explanation or interpretation regarding the proposed mitigation plan for evaluation

purposes, this would be handled as clarifications or communications with Offerors, in accordance with subsections (a) and (b) of FAR 15.306, *Exchanges with Offerors After Receipt of Proposals*. Note: This proposal requirement is separate and distinct from the Contract requirement stated at DOE-H-2035, *Organizational Conflict of Interest Management Plan*, which applies throughout the full period of performance.

(n) Equal opportunity compliance.

The Offeror shall provide all of the information required to perform a pre-award onsite equal opportunity compliance evaluation in accordance with FAR 52.222-24. This information shall include the company name, address, phone number, and point of contact for the Equal Employment Opportunity Commission. This information shall be provided for the Offeror, including each entity participating in a joint venture, LLC, or teaming agreement thereof as defined in FAR 9.601(1), as well as any known subcontractors with anticipated subcontracts of \$10 million.

(o) Earned Value Management System (EVMS) Documentation.

The Offeror shall provide the EVMS documentation required under Section K provision entitled, *Notice of Earned Value Management System*.

**L.12 DEAR 952.204-73 Facility Clearance (Aug 2016) (Deviation)**

**Notices**

Section 2536 of title 10, *United States Code*, prohibits the award of a contract under a national security program to an entity controlled by a foreign ~~Government~~government, if it is necessary for that entity to be given access to information in a proscribed category of information in order to perform the contract, unless a waiver is granted by the Secretary of Energy. In addition, a Facility Clearance and ~~FOCI~~foreign ownership, control and influence (FOCI) information are required when the contract or subcontract to be awarded is expected to require employees to have access authorizations.

Offerors who have either a ~~DoD or a DOE~~Department of Defense or a Department of Energy Facility Clearance generally need not resubmit the following foreign ownership information, unless specifically requested to do so. Instead, provide your DOE Facility Clearance code or your ~~DoD~~assigned commercial and government entity (CAGE) code. If uncertain, consult the office which issued this solicitation.

(a) Use of Certificate Pertaining to Foreign Interests, ~~SF~~Standard Form 328.

(1) The Contract work anticipated by this solicitation will require access to classified information or special nuclear material. Such access will require a Facility Clearance for the Contractor's organization and access authorizations (security clearances) for Contractor personnel working with the classified information or special nuclear material. To obtain a Facility Clearance, the Contractor must submit the ~~SF~~Standard Form 328, *Certificate Pertaining to Foreign Interests*, and all required supporting documents to form a complete Foreign Ownership, Control or Influence (FOCI) Package. The Contractor will submit the Foreign Ownership, Control or Influence (FOCI) information in the format directed by DOE. When completed, the Contractor must print and sign one copy of the SF 328 and submit it to the ~~EO~~Contracting Officer.

(2) Information submitted by the ~~Offeror~~offeror in response to the ~~SF~~Standard Form 328 will be used solely for the purposes of evaluating ~~FOCI~~foreign ownership, control or influence and will be treated by DOE, to the extent permitted by law, as business or financial information submitted in confidence.



(3) Following submission of a ~~SF~~Standard Form 328 and prior to contract award, the Contractor shall immediately submit to the ~~CO~~Contracting Officer written notification of any changes in the extent and nature of FOCI which could affect the ~~Offeror's~~offeror's answers to the questions in ~~SF~~Standard Form 328. Following award of a contract, the Contractor must immediately submit to the cognizant security office written notification of any changes in the extent and nature of FOCI, which could affect the Offeror's answers to the questions in ~~SF~~Standard Form 328. Notice of changes in ownership or control, which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the ~~US~~-Department of Justice must also be furnished concurrently to the cognizant security office.

(b) Definitions.

(1) Foreign Interest means any of the following:

- (i) A foreign ~~Government~~government, foreign ~~Government~~government agency, or representative of a foreign ~~Government~~government;
- (ii) Any form of business enterprise or legal entity organized, chartered or incorporated under the laws of any country, other than the United States, or its possessions and trust territories; and
- (iii) Any person who is not a citizen or national of the United States.

(2) ~~FOCI~~Foreign Ownership, Control, or Influence (FOCI) means the situation where the degree of ownership, control, or influence over a Contractor by a foreign interest is such that a reasonable basis exists for concluding that compromise of classified information or special nuclear material may result.

(c) "Facility Clearance" means an administrative determination that a facility is eligible to access, produce, use or store classified information, or special nuclear material. A Facility Clearance is based upon a determination that satisfactory safeguards and security measures are carried out for the activities being performed at the facility. It is DOE policy that all Contractors or Subcontractors requiring access authorizations be processed for a Facility Clearance at the level appropriate to the activities being performed under the contract. Approval for a Facility Clearance shall be based upon:

- (1) A favorable foreign ownership, control, or influence (FOCI) determination based upon the Contractor's response to the 10 questions in ~~SF~~Standard From 328 and any required, supporting data provided by the Contractor;
- (2) A contract or proposed contract containing the appropriate security clauses;
- (3) Approved safeguards and security plans which describe protective measures appropriate to the activities being performed at the facility;
- (4) An established Reporting Identification Symbol code for the Nuclear Materials Management and Safeguards Reporting System if access to nuclear materials is involved;
- (5) A survey conducted no more than ~~six~~6 months before the Facility Clearance date, with a composite facility rating of satisfactory, if the facility is to possess classified matter or special nuclear material at its location;
- (6) Appointment of a Facility Security Officer, who must possess or be in the process of obtaining an access authorization equivalent to the Facility Clearance; and, if applicable, appointment of a Materials Control and Accountability Representative; and

- (7) Access authorizations for key management personnel who will be determined on a case by case basis, and must possess or be in the process of obtaining access authorizations equivalent to the level of the Facility Clearance.
- (d) Facility Clearance and Employees Requiring Access Authorizations Prior to DOE's Granting Facility Clearance.
- (1) A Facility Clearance is required for this contract, although not necessarily prior to the contract award of a contract requiring access to classified. A favorable FOCI determination for this contract is required prior to contract award. It must be rendered by the responsible cognizant security office. The Contracting Officer may require the offeror to submit additional information and the granting of any access authorizations under a contract. Prior to award of a contract, the as deemed pertinent to this determination.
- (i) The DOE must determine that award of the awarding this contract to the Offeror offeror will not pose an undue risk to the common defense and security as a result of its access to classified information or special nuclear material in the performance of the contract. The CO Contracting Officer may require the Offeror offeror to submit such additional information as deemed pertinent to this determination.
- (ii) Before contract award, after obtaining a favorable FOCI determination the Contractor may be eligible to obtain a Facility Clearance.
- (iii) If the Contractor does not obtain a Facility Clearance before contract award, after contract award the Contractor shall submit the necessary information to obtain a Facility Clearance and to obtain personnel Interim Access Authorizations in accordance with Departmental policies and procedures.
- (2) The DOE may grant certain of the Contractor's Key Management Personnel and the Contractor's Facility Security Officer Interim Access Authorization. If granted Interim Access Authorization, the Contractor's Key Management Personnel and the Contractor's Facility Security Officer will have access to classified information or special nuclear material.
- (e) A Facility Clearance is required even for contracts that do not require the Contractor's corporate offices to receive, process, reproduce, store, transmit, or handle classified information or special nuclear material, but which require DOE access authorizations for the Contractor's employees to perform work at a DOE location. This type facility is identified as a non-possessing facility.
- (f) Except as otherwise authorized in writing by the ~~CO~~Contracting Officer, the provisions of any resulting contract must require that the Contractor insert provisions similar to the foregoing in all subcontracts and purchase orders. Any Subcontractors requiring access authorizations for access to classified information or special nuclear material shall be directed to provide responses to the questions in ~~SF~~Standard Form 328, *Certificate Pertaining to Foreign Interests*, directly to the prime Contractor or the ~~CO~~Contracting Officer for the prime contract.

**Notice to Offerors - Contents Review (Please Review Before Submitting)**

Prior to submitting the ~~SF~~Standard Form 328, required by paragraph (a)(1) of this clause, the ~~Offeror offeror~~ should review the FOCI submission to ensure that:

- (1) The ~~SF~~Standard Form 328 has been signed and dated by an authorized official of the company;
- (2) If publicly owned, the Contractor's most recent annual report, and its most recent proxy statement for its annual meeting of stockholders have been attached; or, if privately owned, the audited,

consolidated financial information for the most recently closed accounting year has been attached;

- (3) A copy of the company's articles of incorporation and an attested copy of the company's by-laws, or similar documents filed for the company's existence and management, and all amendments to those documents;
- (4) A list identifying the organization's owners, officers, directors, and executive personnel, including their names, social security numbers, citizenship, titles of all positions they hold within the organization, and what clearances, if any, they possess or are in the process of obtaining, and identification of the ~~Government~~government agency(ies) that granted or will be granting those clearances; and
- (5) A summary FOCI data sheet.

**Note:** A FOCI submission must be attached for each tier parent organization (i.e., ultimate parent and any intervening levels of ownership). If any of these documents are missing, award of the contract cannot be completed.

### **L.13 DOE-L-2003 Proposal Preparation Instructions, Volume II – Technical and Management Proposal – General (Oct 2015) (Revised)**

- (a) The Technical and Management Proposal (Volume II), consists of written information to allow Offerors to demonstrate their approach and capabilities to perform the prospective contract. The instructions contained in this and other provisions of the solicitation are provided to assist Offerors in preparing their proposals and are not evaluation factors, however failure to comply with these instructions may result in a deficient proposal. The Technical and Management Proposal will be evaluated in accordance with the evaluation factors stated in Section M entitled, *Evaluation Factors for Award*.
- (b) Offerors shall address, in the Technical and Management Proposal, those areas contained in the respective Section L provisions below. Each of these areas corresponds to the evaluation factors contained in Section M of the solicitation.
- (c) The Technical and Management Proposal shall comply with the requirements contained in the provision at DOE-L-2001 entitled, *Proposal Preparation Instructions*, general and other applicable provisions of the solicitation, including any required format and page limitations. Offerors shall be specific and complete in addressing the information required to be included in the Technical and Management Proposal. Moreover, the Offeror shall not merely restate the work scope and/or other solicitation requirements in its Technical and Management Proposal.
- (d) The Offeror's proposal submission, including Volumes II and III, shall include "Teaming Subcontractors" as defined in DOE-L-2001, *Proposal Preparation Instructions – General*, Section (a)(2).
- (e) No cost or price information shall be included in the Volume II, Technical and Management Proposal.

### **L.14 Proposal Preparation Instructions, Volume II – Key Personnel**

**Factor 1: Key Personnel** (*The Key Personnel section shall not exceed 5 pages, exclusive of resumes and letters of commitment. The key personnel resumes are limited to four pages for each resume.*)

Offerors shall include the following information in the Volume II - Technical and Management Proposal, related to the proposed key personnel:

- (a) Key personnel. The Offeror shall propose the required Program Manager, Operations Manager, Engineering Manager, ESH&Q Manager and Business Manager; (Business Manager is responsible for environmental and regulatory compliance, performance assessments, and NDAA Section 3116 compliance); and the ~~Offer~~Offeror may additionally propose other key personnel, which will be incorporated into the Master IDIQ Contract through the clause at DOE-H-2070, *Key Personnel*. Only one individual may be proposed for each key personnel position.

It is recognized that the number and functions of key personnel will be dependent on the organizational structure of the individual Offeror and the manner in which the Offeror proposes to perform the work. ~~Therefore, the Offeror may propose additional Key Personnel if desired.~~ The Offeror shall not provide the names or qualifications of any non-key personnel.

- (1) The Offeror shall provide the rationale for the selection of the proposed non-required key personnel positions regarding why they are essential to the successful performance of the entire Master IDIQ PWS and the optimal team for execution of the Master IDIQ PWS (do not include any key positions for PWS Section C.3, Nuclear Materials Stabilization and Disposition and Non-Operating Nuclear Facilities).
- (2) The Offeror shall describe the key personnel team; (i.e., the collective of all key personnel positions that the offeror proposes to use in contract performance) make-up that demonstrates the elements in paragraph ~~(b)(1)(id)~~ below.
- (3) The Offeror shall identify the organization that will employ each of the key personnel during performance of the contract, e.g., Offeror, Offeror affiliates, teaming partners, or Teaming Subcontractors.
- (4) The Offeror shall confirm the availability of the key personnel as being full-time assigned to the contract and that their permanent duty station is located in the local surrounding area.

Failure of the Offeror to propose the required key personnel positions or to confirm the availability of the key personnel as being full-time assigned to the contract and that their permanent duty station is located in the local surrounding area will adversely affect the Government's evaluation of the proposal and may make the proposal ineligible for award.

(b) Resume.

- (1) The Offeror shall provide written resumes for all proposed key personnel in the format shown in Attachment L-2. The resume shall describe the key person's education, relevant experience, accomplishments, and other information supporting the individual's qualifications and suitability for the proposed position. The resume shall address the following:
  - (i) Relevant DOE, commercial/or other Government experience in performing work similar to the work to be performed in their proposed position, including leadership and other accomplishments, with emphasis on project and completion type work;
  - (ii) Education, specialized training, certifications, and licenses that support the suitability for the proposed position; and
  - (iii) Three references having direct knowledge of the qualifications of the proposed key person.
- (2) By submission of each resume, the key person and Offeror authorize DOE to contact any references, previous employers, or clients to verify the accuracy of information provided in the resume and to further assess each individual's suitability for the proposed position. DOE may contact any or all of the references, previous employers, or clients as a part of its evaluation of the key personnel. Current DOE employees shall not be included as key personnel references.

- (c) Letter of commitment. A letter of commitment shall be submitted for each individual proposed as a key person. Each key person shall sign the letter stating that the information contained in the resume, submitted as part of the proposal, is true and correct; and the individual will unconditionally accept employment in the key position identified in the proposal beginning on the date the Notice to Proceed (NTP) is issued for a period of time commensurate with the functional position as defined in DOE-H-2070, Key Personnel – Alternate I. The Letter of Commitment shall state as follows:

*“I hereby certify that the resume submitted as part of the proposal is true and correct, and \_\_\_\_\_ (insert name of individual proposed) will accept the proposed position of \_\_\_\_\_ (insert name of proposed position) if \_\_\_\_\_ (insert name of Offeror) receives the award and will perform in the proposed position for minimum of three years (consistent with DOE-H-2070) beginning on the date the Notice to Proceed (NTP) is issued for the Transition Period of the contract. I also hereby certify that I will be assigned full-time to the contract and my permanent duty station will be located within the local surrounding area.”*

Failure to submit a signed letter of commitment for each proposed key person will adversely affect the Government's evaluation of the proposal.

- (d) Key Personnel Team. The Offeror shall provide information for the Key Personnel team that demonstrates ~~the depth and breadth of~~ the following elements: (i) Recent and relevant management experience in direct project execution in the field within the last (5) years; (ii) Experience at partnering with client(s) that achieved measurable performance improvements; (iii) Experience in developing innovative approaches and their implementation; (iv) Experience in successful regulatory interactions and reform with demonstrated positive benefit to the client(s); and (v) Experience in realization of significant cost savings to the client and/or significant life-cycle cost or liability reductions as part of major portfolio or complex program completion efforts. More recent experience in these elements may be given greater consideration. While it is not expected that each key person will possess each of these elements, the Key Personnel team collectively should demonstrate each of them.
- (e) Oral problem scenario(s) – key personnel, and oral interview – Program Manager.
- (1) Oral problem scenario(s) – key personnel.

DOE will conduct oral problem scenario(s) with each Offeror's proposed key personnel team. DOE may utilize virtual procedures to conduct the oral problem scenarios with each Offeror's proposed key personnel team. All of the Offeror's proposed key personnel shall actively participate in the oral problem scenario(s) and be physically present. If virtual procedures are utilized, it will be at the discretion of the Offeror as to whether the key personnel team is collocated. No substitutions will be allowed to participate in lieu of the named, proposed key personnel. No other personnel representing the Offeror will be allowed to attend. However, persons and/or service animals required to assist any of the key personnel with disabilities may attend when accompanying that attendee. If virtual procedures are utilized, the Offeror may also authorize one non-key personnel participant to provide Information Technology (IT) technical support with the virtual platform connection and equipment.

The problem-solving scenario(s) will include a technical and/or managerial problem or challenge, representative of the activities to be performed under the contract. The scenario(s) will allow the Offeror to demonstrate its key personnel's leadership, teamwork, communications, knowledge of the Master IDIQ PWS, quality of the technical and managerial solution(s) to the problems, and problem-solving capabilities both individually and as a team. The key personnel team will be



allowed time to analyze the problem, prepare a response, and present its response; however, the team will not be allowed to ask DOE questions. The scenario(s) will not be provided to Offerors in advance of the oral problem scenario(s). Offerors may not present any formal presentation prepared in advance.

(2) Oral interview – Program Manager

DOE will conduct an oral interview with each Offeror's proposed Program Manager for the purpose of determining this individual's qualifications and suitability, including leadership capability for the proposed position. DOE may utilize virtual procedures to conduct the oral interview with each Offeror's proposed Program Manager.

A question and answer, oral interview format will be used. A set of questions will be asked of each Offeror's Program Manager. Questions will not be provided to Offerors in advance. Offerors may not present any formal presentation prepared in advance. The interview will be conducted during a period of up to 60 minutes.

(3) Logistics.

(i) The Offeror shall not bring into the presentation room any presentation or reference material including the written proposal or electronic equipment (e.g., computers/laptops, cell phones, cameras, and video or audio recording equipment), other than the computer required to host the web-based conference platform being utilized for the oral problem scenarios and oral interview if conducted virtually. The key personnel shall not reach back, by phone/conference bridge, e-mail, or any other means, to any other personnel or persons for assistance during the oral problem scenarios and oral interview. If virtual procedures are utilized, the key personnel team may utilize the viewable chat function within the virtual platform during the oral problem scenarios.

(ii) DOE may make a recording of the oral problem scenarios and oral interview, including the Offeror's preparations for the oral problem scenarios. After award, a copy of the video recording may be provided to the Offeror upon request. Any type of recording of the oral problem scenarios and oral interview by Offerors is strictly prohibited.

(iii) By participating in the oral problem scenarios and oral interview, the Offeror acknowledges that it is in full compliance with all solicitation terms and conditions, in accordance with applicable laws and statutes.

(iv) Unless conducted virtually, DOE will provide flip-charts, sketch or legal pads, and markers for the Offeror's key personnel to use during the oral problem scenario(s) and oral interview. All presentation materials used will be retained by DOE.

~~(ii) The Offeror shall not bring into the presentation room any presentation or reference material including the written proposal or electronic equipment, e.g., computers/laptops, cell phones, cameras, and video or audio recording equipment. The key personnel are prohibited from contacting anyone~~If conducted virtually, Offerors may elect to utilize white boards or flip charts and markers during the oral problem scenarios and the Offeror also may utilize 8 1/2 x 11 sketchpad or legal pad and markers during the oral problem scenario(s)scenarios and oral interview.

~~(iii)(v) DOE may make a recording. All presentation materials used virtually shall be the responsibility of the oral problem scenario(s) and oral interview, including the Offeror's preparations for the oral problem scenario(s). After award, a copy of the video recording may be provided to the Offeror upon request~~Offeror.

(vi) If conducted virtually, the Offeror shall not utilize any computers (other than the ones required to host the web-based conference platform being utilized for the oral problem scenarios and oral interview), tablets, smart phones, or separate conference lines/phones, while conducting the oral presentation, and shall not bring or distribute any written or electronic materials during the oral presentation. The Offeror participants may need a separate phone/conference bridge to connect to the oral problem scenarios and oral interview, however that phone shall only be used for that purpose and no other.

(4) Schedule and Rules of Engagement.

Each Offeror will be notified within 5 working days after the proposal submission deadline of the date, time, location, agenda, and other instructions related to its oral problem scenario(s) and oral interview. The oral problem scenario(s) and oral interview will commence within approximately 15 working days after the proposal submission deadline. DOE reserves the right to conduct the oral problem scenario(s) and oral interview outside of this approximate timeline or to reschedule an Offeror's oral problem scenario(s) and oral interview. DOE will not consider a request from an Offeror to reschedule its oral problem scenario(s) and oral interview, except under extenuating circumstances (e.g., personal illness or emergency). DOE will randomly select the order of the oral presentations.

If conducted virtually, the Government and each Offeror may agree to test the virtual platform connection at a convenient time prior to the oral problem scenarios and oral interview. Web links to the virtual platform shall be treated as source selection sensitive and shall not be shared with anyone other than the authorized Government participants and the Offeror's authorized key personnel participants. The Offeror may authorize one non-key person to provide IT technical support with the virtual platform connection and equipment. Additionally, persons and/or service animals required to assist any of the key personnel with disabilities may attend when accompanying that attendee. Further, Offerors shall provide the Contracting Officer with the name, employee/company, and email address of the Offeror's authorized participants for the oral problem scenarios and oral interview as part of its Volume I submission. In the event the selected technology platform or tool cannot be made functional at the time of the scheduled oral problem scenarios and oral interview, the oral problem scenarios and oral interview may proceed as a voice-only telephone call or may be rescheduled, at the Government's sole discretion.

(5) Oral problem scenario(s) and oral interview agenda.

The following tentative agenda is anticipated to be used for the oral problem scenario(s) and oral interview. The agenda shows the various segments of the oral problem scenario(s) and oral interview, a brief description for each segment, and the time that will be allowed for each segment. DOE will strictly enforce the time limits. DOE will provide to each Offeror the final agenda when DOE notifies the Offeror of the scheduled date, time, and location for its oral problem scenario(s) and oral interview.

**Tentative Agenda**

Segment	Time Duration	Description
Government Introductions and Instructions	Approximately 5 minutes	Introduction of DOE personnel; the CO will provide logistical information and instructions.
Offeror Introductions	Approximately 5 minutes	Opening remarks by Offeror's proposed Program Manager and introduction of key personnel.



### Tentative Agenda

Segment	Time Duration	Description
Scenario #1	Up to 105 minutes	Preparation and response to scenario #1. The Offeror shall read the problem statement and prepare a response to the problem statement; and DOE will observe the Offeror during preparation of its response (duration of up to 60 minutes). The Offeror shall then present its problem response to DOE (duration of up to 45 minutes).
Break	15 minutes	
Scenario #2	Up to 105 minutes	Preparation and response to scenario #2. The Offeror shall read the problem statement and prepare a response to the problem statement; and DOE will observe the Offeror during preparation of its response (duration of up to 60 minutes). The Offeror shall then present its problem response to DOE (duration of up to 45 minutes).
Lunch Break	60 minutes	Following the break, only the Offeror's Program Manager shall return.
Oral Interview: DOE Interview of the Offeror's Program Manager	60 minutes	DOE will conduct an interview with the proposed Program Manager. A set of questions will be asked of each Offeror's Program Manager interviewed. The interview will be conducted using a question and answer format. Questions to be used in the interview will not be provided to the Offeror in advance.

- (6) Limitations of oral problem scenario(s) and oral interview. The oral problem scenario(s) and oral interview will not-
- (i) Constitute a part of the offer (Volume I of the proposal) or be incorporated into any contract resulting from this solicitation;
  - (ii) Constitute "negotiations" (or "discussions") as defined in paragraph (d) of FAR 15.306, *Exchanges with Offerors After Receipt of Proposals* or obligate the Government to conduct discussions; nor
  - (iii) Constitute a "proposal revision" as defined in FAR 15.001 or allow an Offeror to cure deficiencies or weaknesses in, or otherwise revise, the written proposal.

### **L.15 DOE-L-2010 Proposal Preparation Instructions, Volume II – Past Performance (Oct 2015) (Revised)**

**Factor 2: Past Performance** *(The Past Performance section shall be limited to the Attachment L-3, Past Performance Reference Information Forms, which are limited to up to nine pages per contract; the Attachment L-5, List of Contracts Terminated for Default, Cure Notices, and Conditional Payment of Fee/Profit/ Other Incentive Actions, the Attachment L-8, List of DOE Contracts, and Past Performance Consent Statement(s), which have no page limits.)*

Offerors shall include the following information in the Volume II - Technical and Management Proposal, (Attachment L-3, Past Performance Reference Information Form, Attachment L-5, List of Contracts Terminated for Default, Cure Notices, and Conditional Payment of Fee/Profit/Other Incentive Actions,

Attachment L-8, List of DOE Contracts, and Past Performance Consent Statement(s), identified above) related to the Offeror's past performance:

- (a) Contracts information. The Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), shall provide past performance information on up to three (3) contracts per member, either currently being performed or completed by the Offeror/members, and up to two (2) contracts, either currently being performed or completed for each proposed Teaming Subcontractor. The Offeror shall only provide past performance information for contracts that are currently being performed or have a period of performance end date within the last four (4) years from the original solicitation issuance date. Contracts may be, but are not limited to, contracts, task orders, delivery orders, or other legal agreements with federal, state, local, and foreign Governments and/or with commercial customers.
- (b) Offeror past performance. The Offeror, to include all members of a teaming arrangement, as defined by FAR 9.601(1), shall provide information on contracts that are most similar in terms of scope, size, and complexity to the portion of the Master IDIQ PWS that each entity is proposed to perform. Similar scope, size, and complexity are defined as follows based on the portion of work that each entity is proposed to perform: scope – type of work (e.g., ~~similar~~ work as identified in the Master IDIQ PWS ~~and associated contract requirements~~, including similar work of a non-nuclear nature and/or similar non-DOE work) ~~(do not include reference contracts that reference the work scope, identified in PWS Section C.3, Nuclear Materials Stabilization and Disposition and Non-Operating Nuclear Facilities)~~; size – dollar value (approximate average annual value in relation to proposed work); and complexity – performance challenges (e.g., overcoming barriers for completion/closure-type projects to safely accelerate work scope, prior innovations, work performance improvements, subcontractor management, management of large complex contracts in highly regulated industries, cost efficiencies, management of complex CHRM requirements ~~set forth in Section H (H.2 through H.13)~~ and successful partnerships with the Government, Client, and Regulators).
- (c) Teaming Subcontractor past performance. In addition to the Offeror's information on relevant past performance, the Offeror shall provide information on the relevant past performance for any proposed Teaming Subcontractors that are proposed to perform work under the contract. Teaming Subcontractors are defined in section L.10 (a)(2). The Offeror's other subcontractor(s), not meeting the Teaming Subcontractor definition, shall not submit past performance information and any submitted information will not be evaluated. The Offeror shall provide information on contracts that are most similar in scope, size, and complexity, as defined above in paragraph (b), to that portion of the work that the Teaming Subcontractor is proposed to perform under this solicitation.
- (d) Newly formed entity and predecessor companies. If the Offeror is a newly formed entity with no record of past performance for its team members as defined in FAR 9.601(1), the Offeror shall provide past performance information for its member organization(s). The Offeror, whether or not they are a newly formed entity, may provide past performance information for its parent organization(s), member organizations in a joint venture, LLC, or other similar or affiliated companies, provided the Offeror's proposal demonstrates that the resources of the parent, member, or affiliated company will be provided or relied upon in contract performance such that the parent, member, or affiliate will have meaningful involvement in contract performance. Meaningful involvement means the parent, member, or affiliate will provide material supplies, equipment, personnel, or other tangible assets to contract performance; or how the common parent will utilize the expertise, best practices, lessons learned, or similar resources from the affiliate to affect the performance of the Offeror. If a common parent company is used to establish the nexus between the Offeror and an affiliated company, the Offeror must demonstrate how the affiliate and Offeror rely on, for example, similar assets, resources, policies, and procedures of the common parent company.

The Offeror or Teaming Subcontractors may also provide past performance information on predecessor companies that existed prior to any mergers or acquisitions, where the Offeror's proposal demonstrates such performance reasonably can be predictive of the Offeror's performance.

- (e) Work to be performed. The past performance information provided for the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), and/or Teaming Subcontractors, shall describe its relevancy to the Master IDIQ PWS and to the work that is proposed to be performed by that individual entity. Specific cross references shall be made between the applicable sections of the Master IDIQ PWS, the work to be performed by each entity, and the past performance of that entity. Each discrete reference contract provided must be attributed to a specific entity, or members of a teaming arrangement as defined in FAR 9.601(1) and/or Teaming Subcontractors. All information provided by the Offeror shall be described in sufficient detail to enable the Government to clearly identify and define the portion of work to be performed by each entity (Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), and Teaming Subcontractors) under the Offeror's proposed approach.
- (f) Performance information. For the reference contract, the Offeror shall also identify Occupational Safety and Health Administration (OSHA) safety statistics (e.g., Days Away, Restricted, or Transferred (DART) cases and Total Recordable Cases (TRC)), as well as any DOE enforcement actions and/or worker safety and health, nuclear safety, and/or classified information security incidents or notifications posted to the DOE Office of Enterprise Assessments website (<https://energy.gov/ea/information-center/enforcement-infocenter>) and any corrective actions taken to resolve those problems. The Offeror shall include this information within the Past Performance Reference Information Form.
- (g) Terminated contracts. Cure Notices, and Conditional Payment of Fee/Profit/Other Incentive Actions. The Offeror shall provide a listing in Attachment L-5, *List of Contracts Terminated for Default*, Cure Notices, and Conditional Payment of Fee/Profit/Other Incentive Actions of any contracts of the Offeror, to include all members of a teaming arrangement, as defined by FAR 9.601(1), and/or Teaming Subcontractors that: (1) were terminated for default, including; (2) included a cure notice(s), in accordance with FAR 49 Termination of Contracts; and/or (3) included a conditional payment of fee/profit/other incentive action(s) as described in the reasons therefore, DEAR within the past four (4) years from the original solicitation issuance date. This listing of terminated contracts, Cure Notices, or Conditional Payment of Fee/Profit/Other Incentive Actions shall include the reasoning for the aforementioned actions, and is not limited to only those contracts contained in the Attachment L-3, Past Performance Reference Information Forms. If there are no terminated contracts for default, Cure Notices, and Conditional Payment of Fee/Profit/Other Incentive Actions to report, Attachment L-5, *List of Contracts Terminated for Default*, Cure Notices, and Conditional Payment of Fee/Profit/Other Incentive Actions shall be submitted with a blank table; (s), as applicable along with a note indicating that there are no ~~terminated contracts~~aforementioned actions within the time period specified in the solicitation.
- (h) Past Performance Questionnaire. The Offeror shall provide the Past Performance Questionnaire contained in Attachment L-4, Past Performance Cover Letter and Questionnaire, to the appropriate contract client reference within the Program Office/Project Office and/or the Contracting Office for completion for those contracts described in paragraph (a) for which no contractor performance data is available in the Contractor Performance Assessment Reporting System (CPARS). The Offeror shall request that clients return the Past Performance Questionnaire directly to DOE by mail or electronic means to the address identified below no later than two (2) weeks prior to the date for receipt of proposals.

- (1) DOE address and contact information.  
U S. Department of Energy

Attention: Jodi Gordon, Contracting Officer  
550 Main Street, Room 7-010  
Cincinnati, OH 45202  
E-mail: Jodi.Gordon@Emcbc.doe.gov  
Phone: 513-744-0977

- (2) Envelopes shall be marked as follows:  
TO BE OPENED BY ADDRESSEE ONLY  
RFP No. 89303319REM000055
- (3) The Offeror shall be responsible for following up with the client point of contact to ensure that the questionnaire has been completed and returned to the DOE Contracting Officer on time. However, receipt of the questionnaires is not subject to the Section L Provision, “52.215-1, Instructions to Offerors – Competitive Acquisition” related to late proposals. Questionnaires not received by the proposal due date may not be considered if consideration will unduly delay evaluations. The Offeror may contact the Contracting Officer at the e-mail provided in this solicitation to confirm the receipt of any questionnaires.
- (j) List of DOE contracts. The Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), and Teaming Subcontractor(s) shall provide a listing on Attachment L-8, *List of DOE Contracts*, of all DOE prime contracts (including National Nuclear Security Administration) currently being performed and/or for contracts with a period of performance end date within the last four (4) years from the original solicitation issuance date. This includes contracts for which the Offeror or Teaming Subcontractor was a member organization in a joint venture, LLC, or other similar entity as a prime contractor to DOE. This list shall only include DOE prime contracts performed by the proposing entity and any affiliate companies for which an L-3 form is submitted (including within LLC arrangements), and shall not include any contracts performed by other affiliates not otherwise performing any of the submitted L-3 reference contracts (if applicable). If the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), or Teaming Subcontractor(s) provided past performance information on predecessor companies that existed prior to any mergers or acquisitions, the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), or Teaming Subcontractor(s) shall also provide a list of DOE contracts for the predecessor companies.
- (k) Past Performance Consent Statement. As past performance information is proprietary source selection information, by default, the Government can only discuss past performance information directly with the prospective prime contractor, team member or Teaming Subcontractor that is being reviewed. If there is a problem with a proposed Teaming Subcontractor’s or team member’s past performance, the prospective prime contractor can be notified of a problem, but no details will be discussed without the team member’s/Teaming Subcontractor’s permission. Therefore, the Government is requesting the following consent statement be completed, as applicable, by all proposed members of a teaming arrangement as defined in FAR 9.601(1), and all Teaming Subcontractors, by checking the appropriate “provide consent” or “do not provide consent” box, as well as providing all other requested information.

Dear (Contracting Officer),

We are currently participating as a [teaming member/Teaming Subcontractor] with [name of Offeror providing proposal] in responding to the Department of Energy, RFP 89303319REM000055 for the Savannah River Site Integrated Mission Completion Contract.

In order to facilitate the performance confidence assessment process, we hereby [ ] provide consent [ ] do not provide consent to allow you to discuss our past and present performance information with the [name of Offeror providing proposal] during the source selection process.

\_\_\_\_\_  
\_\_\_\_\_

(Signature and Title of individual who has the authority to sign for and legally bind the company)

Company Name:

Address:

Email:

Phone:

## **L.16 Proposal Preparation Instructions, Volume II –Management Approach**

**Factor 3: Management Approach** *(The Management Approach shall not exceed 15 pages total.)*

Offerors shall include the following information in the Volume II - Technical and Management Proposal, related to the Offeror's proposed management approach:

- (a) Contract Transition Approach. The Offeror shall fully describe its approach to achieve the Contract Transition Task Order requirements, including ~~Contractor~~Implementation of Human Resource Management ~~(CHRM) requirements~~Requirements in Section ~~H (H.2 through H.13C.1 (b))~~, for the safe, effective, and efficient transfer of responsibility for execution of the Master IDIQ Contract with little or no disruption to ongoing operations.
- (b) Management Approach. The Offeror shall fully describe its management approach to include available capabilities, teaming/organizational structure and roles and responsibilities to effectively negotiate, manage, implement, and execute multiple Task Orders for the Master IDIQ PWS; to interface and collaborate with other site contractors; and to partner with DOE and the Regulators to achieve desired End States, by optimizing work and applying risk-based approach for greater efficiency. The Offeror shall describe its approach to solicit, evaluate and incorporate strategies to reach end states in the most efficient manner.
- (c) Small Business Participation. The Offeror shall describe its approach to meet or exceed the small business subcontracting requirement of 18% of the cumulative value of Task Orders, including subcontracting of meaningful work scope. Note: Evaluation of this factor is separate and distinct from the Small Business Subcontracting Plan. This information shall not contradict the Offeror's Small Business Subcontracting Plan included in Volume I.

## **L.17 Proposal Preparation Instructions, Volume III – Cost and Fee/Profit Proposal**

The Offeror shall prepare its cost and fee proposal in accordance with the following instructions:

- (a) Cost and Fee Information. All cost and fee information shall be included in Volume III of the proposal, including a completed Attachment L-9 for the Contract Transition Task Order. None of the cost or price information contained in Volume III shall be included in the Volume II, Technical and Management Proposal.
- (b) The Offeror will not be required to provide an overall estimated total contract value for evaluation. The Offeror shall provide a cost and fee/profit proposal consisting of the elements identified within this provision.

- (1) As part of the proposal submittal, the Offeror shall provide its cost worksheet and estimating flat file supporting its proposed costs in Attachment L-6. The Offeror shall use the format prescribed in Attachments L-6. The submission of the Estimating Flat File will allow expedited cost information reviews and informational cross cutting.
- (2) Cost-Plus-Award-Fee (CPAF) Task Orders. The Offeror shall propose an award fee ceiling percentage that shall not exceed eight percent (8%) of the estimated cost for CPAF Task Orders.

Cost-Plus-Incentive-Fee (CPIF) Task Orders. The Offeror shall propose a target fee ceiling percentage that shall not exceed ten percent (10%) of the target cost for CPIF Task Orders.

Cost-Plus-Fixed-Fee (CPFF) Task Orders: The Offeror shall propose a fixed fee ceiling percentage that shall not exceed five percent (5%) of the estimated cost for CPFF Task Orders.

Firm-Fixed-Price (FFP) Task Orders: The Offeror shall propose a profit ceiling percentage for FFP Task Orders.

The estimated costs represent one year of operational budget for the Performance Work Statement. The Offeror shall use the following tabular format to represent the proposed fee/profit as part of the Volume III submission within the Attached L-6(d) worksheet:

Government Fiscal Year	Task Order Type	Estimated Costs	Proposed Fee/Profit Percentage	Proposed Fee/Profit
FY 2022	CPAF	\$360,000,000	[Offeror Fill-In]	[Offeror Fill-In]
FY 2022	CPIF	\$360,000,000	[Offeror Fill-In]	[Offeror Fill-In]
FY 2022	FFP	\$ <u>90,000,000</u>	[Offeror Fill-In]	[Offeror Fill-In]
FY 2022	CPFF	\$ <u>90,000,000</u>	[Offeror Fill-In]	[Offeror Fill-In]
Total		\$900,000,000		[Offeror Fill-In]

The fee/profit percentages proposed for each Task Order type will be incorporated into the Master IDIQ Section B (DOE-B-2015) and will be considered ceiling fee/profit percentages for the duration of the 10-year contract ordering period.

- (3) Transition. The Transition period is **90** days in duration from the effective date of the transition task order. The Offeror shall assume the transition starts on ~~April 1~~July 2, 2021. Transition shall be proposed with no fee applied utilizing attachment L-6(a).
- (4) Key Personnel Cost. The Offeror shall propose the total annual compensation, exclusive of bonuses paid from fee, and associated fringe benefits for proposed Key Personnel for a period of



one year (~~July~~October 1, 2021 through ~~June~~September 30, 2022) utilizing Attachment L-6 (c). For the purpose of this requirement, the term “compensation” is defined by Section 39 of the Office of Federal Procurement Policy (OFPP) Act (41 U.S.C 435), as amended. The proposed cost shall only include ~~only those~~ costs which will be requested to be reimbursable under the Contract.

Key Personnel Information. For each proposed Key Personnel position, provide the following information: (a) ~~Positon~~Position Title; (b) Base salary on an annual basis; (c) Fringe benefit rate and costs on an annual basis and (d) Bonuses and other compensation offered to each named key personnel. Supporting documentation and computations shall be provided, ~~including for all elements shown above. For base salary support, provide~~ current employee salary documentation, as well as, compensation market survey data to support and justify the proposed salary. This may include, but is not limited to, mean and median salary data by industry, geographic area, company size, and management level comparator.

- (5) Fully Burdened Labor Rates and Estimated Prime Contractor’s DPLH for the first year (~~July~~October 1, 2021 through ~~June~~September 30, 2022): The Offeror shall compute the fully burdened labor rates (computed by taking the proposed base labor rate and applying the proposed fringe benefit rate, and applying any applicable indirect rate such as overhead and G&A), excluding fee/profit, for the provided labor categories. For proposal preparation purposes, the Offeror shall assume all labor hours provided by labor category, will be self-performed by the Prime; therefore, shall be priced using the Prime’s indirect rates only. The Offeror shall use its computed fully burdened labor rates multiplied by the DOE-provided estimated Prime Contractor’s DPLH to compute a total labor cost. The Offeror shall use the format provided in Attachment L-6 (b) for its computations-, and shall complete Attachment J-10, IDIQ Labor Rate Schedule.

For informational purposes, historical FY 2020 direct labor rates have been provided in Attachment L-6(f). The Offeror has the ability to propose its own direct labor rates, consistent with the terms and conditions of the solicitation, applicable law, which includes 4(c) of the Service Contract Labor Standards statute codified at 41 USC Chapter 67 (formerly Service Contract Act), as applicable. Offerors are not required to use the provided historical labor rate information. Offerors are to consider the Contractor Human Resources Management (CHRM) Clause in Section H of the RFP (specifically H.3 Workforce Transition and Employee Hiring Preferences Including Through Period of Performance and H.4 DOE-H-2001 Employee Compensation; Pay and Benefits (OCT 2017) (REVISED)). The Offeror shall not add additional labor categories to the provided list.

The proposed fringe benefit rate shall include projected labor related indirect costs such as medical, dental, severance, Employee Assistance Program, life insurance, accident/sickness coverage, benefit administration, vision, pension, workers compensation, FICA, FUTA, SUTA, and time-off (vacation, sick, and holiday). For informational purposes, historical FY 2020 site fringe benefits rate is 56.97% applied to all labor cost (excluding Paid time off which is included as part of the fringe rate). The Offeror has the ability to propose its own fringe benefit rate(s), consistent with the terms and conditions of the solicitation, applicable law, includes 4(c) of the Service Contract Labor Standards statute codified at 41 USC Chapter 67 (formerly Service Contract Act), as applicable. Offerors shall not propose a rate below the historical FY 2020 site fringe benefit rate stated above. Offerors are to consider the Contractor Human Resources Management (CHRM) Clause in Section H of the RFP (specifically H.3 WORKFORCE TRANSITION AND EMPLOYEE HIRING PREFERENCES INCLUDING THROUGH

PERIOD OF PERFORMANCE and H.4 DOE-H-2001 EMPLOYEE COMPENSATION: PAY AND BENEFITS (OCT 2017) (REVISED)).

Any additional indirect rates (such as Labor Overhead and G&A) applied to compute the proposed fully burdened labor rates shall be identified within L-6b and supporting documentation. A detailed explanation shall be provided in order to gain fully understand of the proposed indirect rates basis and applicability. Supporting documentation could be, but is not limited to, a Forward Pricing Rate Agreement(s) or budgetary documentation.

- (c) Transition Period - Basis of Estimate. Provide a Basis of Estimate (BOE) thoroughly documenting the estimate consistent with the Offeror's Technical and Management Proposal.

The detailed narrative description shall include how the proposed costs by cost element were derived, including summary of work scope, source of estimate information, summary statement of site condition, supporting rationale, process and assumptions (including major assumptions used to establish the Offeror's cost to perform the solicitation requirements), and other related information to provide clarity and understanding of the Offeror's BOE. The Offerors shall clearly indicate for the Contract Transition, Fully Burdened Labor Rates (excluding fee/profit) and Key Personnel estimates by cost element (direct labor, indirect rates, direct materials, etc.): (1) what data is existing and verifiable, (2) judgmental factors applied in projection from known source data to the estimate, (3) key assumptions (not in conflict with the PWS), and (4) the basis of each cost element.

The BOE shall be a standalone document within Volume III, separate from the estimate calculations. Back-up documentation supporting the pricing from the Offeror's estimating software shall be provided detailing the proposed costs for the proposed Contract Transition-~~Fully Burdened Labor Rates and Key Personnel costs.~~

- (d) Cost Elements. The cost proposal shall be provided by major cost elements in accordance with FAR 15.408, Table 15-2: direct labor (including labor categories, direct labor hours and direct labor rates for each labor category type), fringe benefits, direct labor overhead (if applicable), material, material handling overhead (if applicable), equipment, teaming/joint venture, travel, relocation, other direct costs, and General and Administrative (G&A) costs (if applicable).

- ~~(e) Fringe Benefits. The proposed fringe benefit rate shall include projected labor related indirect costs such as medical, dental, severance, Employee Assistance Program, life insurance, accident/sickness coverage, benefit administration, vision, pension, worker's compensation, FICA, FUTA, SUTA, and time off (vacation, sick, and holiday). For informational purposes, historical FY 2020 site fringe benefits rate is 48.36% as applied to all labor cost (excluding paid time off which is included as part of the fringe rate). The Offeror has the ability to propose its own fringe benefit rate(s), consistent with the terms and conditions of the solicitation, applicable law, includes 4(e) of the Service Contract Labor Standards statute codified at 41 USC Chapter 67 (formerly Service Contract Act), as applicable. Offerors are not required to use the provided historical rate information. Offerors are to consider the Contractor Human Resources Management (CHRM) Clause in Section H of the RFP (specifically H.3 Workforce Transition and Employee Hiring Preferences Including Through Period of Performance and H.4 DOE-H-2001 Employee Compensation; Pay and Benefits (OCT 217) (REVISED).~~

- ~~(f)~~(e) Audits. DOE or its cognizant audit entity may request additional supporting information for purposes of clarification in evaluating cost.

- ~~(g)~~(f) Audit Information. The Offeror shall provide the location (address and telephone number and point of contact) of where documentation supporting Volume III is located. The Offeror shall provide

the name, address and telephone number of the cognizant ACO and the cognizant Defense Contract Audit Agency (DCAA) office, if any. Additionally, the Offeror shall provide the name, address, and telephone number of person(s) authorized to provide any clarifying information regarding the Volume III Cost and Fee Proposal. If the Offeror is a joint venture, this data must be provided for each entity.

~~(h)~~(g) Offeror's Proposed Accounting System Information. The Offeror shall submit an explanation of how both direct and each proposed indirect cost (fringe benefit, material handling, overhead and G&A, as applicable) will be recorded and tracked in the proposed accounting system. If the Offeror's proposed accounting system will allocate costs through the use of an indirect costing rate, the indirect rate and an explanation is required to describe costs to be included in each of the indirect cost pools, as well as a description of each allocation base. Additionally, the Offeror shall describe its accounting system and the adequacy of that system for reporting costs against Government cost-type contracts. The Offeror shall identify the cognizant Government audit agency or any other Government agency that has formally approved the accounting system, if applicable. This data must also be provided for each member of the joint venture partners. The Government may use this information in making determinations of Offeror responsibility. The Offeror (including joint ventures) shall provide one or more of the following:

(1) Provide a copy of the Government approval/determination stating the proposed accounting system is adequate for the identification, accumulation and recording of cost under Government reimbursable type contracts/subcontracts if the approval/determination was issued within the last three years. Also, provide a copy of the most recent accounting system audit report on the proposed accounting system if performed within the last five years and fully describe and explain any material changes made to the proposed accounting system since the time it was reviewed, audited or approved;

(2) If the accounting system was deemed inadequate, provide the corrective actions that have or will be taken to correct the cited issues, including the implementation time for each action; and

~~(2)~~(3) If the proposed accounting system has not been formally approved by the Government within the last three years and/or audited within the last five years, or an audit determined the accounting system to be inadequate, then the Offeror shall state this and provide responses to the "Offeror's Proposed Accounting System Information", incorporated into this solicitation as Attachment L-7.

~~(i)~~(h) Responsibility Determination and Financial Capability. FAR 9.104-1(a), General Standards, requires that a prospective Offeror have adequate financial resources to perform the Contract or the ability to obtain them in order to be determined responsible. It is the Offeror's responsibility to demonstrate its financial capability to complete this Contract. Information provided by the Offeror shall include, but is not limited to, the following:

- (1) Financial Statements (audited, if available) and notes to the financial statements for the last two fiscal years;
- (2) The information in subparagraph ~~(i)~~(1) above for each member of the Offeror team arrangement if a teaming arrangement is used;
- (3) The last annual report for the parent corporation(s). In order to consider the financial or other resources of the parent corporation entity(ies) or other guarantors, each of those entities must be legally bound, jointly and severally if more than one, to provide the necessary resources to the prospective Offeror and assume all contractual obligations of the prospective Offeror; and
- (4) Any available lines of credit.

Using the above information and other information, the Government will make a FAR Part 9, Contractor Qualifications responsibility determination of the prospective awardee. The Government may request a financial capability review of each Offeror from the DCAA or another audit entity, as part of the Government's consideration in making the responsibility determination.

~~(j)~~(i) Cost Accounting Standards. If the Offeror and/or Joint Venture Partners are covered by Cost Accounting Standards (CAS), the entities shall provide the Disclosure Statement and a statement stating the current Disclosure Statement has been or has not been reviewed by the cognizant audit agency and if the Disclosure Statement has been approved. Additionally, the Offeror shall identify the cognizant Government audit agency or any other Government agency that has formally approved the Disclosure Statement. The Offeror shall also identify whether the cognizant Government audit agency has issued any audit reports on the compliance with the CAS requirements and its disclosure statement, as well as, the results of the audit(s).

If any item contained within the solicitation requires the Offeror to modify its current disclosed Practices, the Offeror shall provide the areas in which a change will be required and the suggested document and word changes.

~~(j)~~(i) Government Furnished Property (GFP). The Offeror shall not propose any GFP for use during the performance of this Contract that is in addition to the list of GFP provided in the solicitation.

~~(j)~~(k) Facilities Capital Cost of Money (FCCOM). FCCOM is permitted if proposed as a separate cost element in accordance with FAR 31.205-10. The Offeror must provide calculations for the cost of money for facilities capital employed by fiscal year and disclosed the Treasury rate used. The Offeror shall show the application base. Pursuant to FAR 15.408, Table 15-2, Form CASB-CMF, which can be found at 48 CFR 9904.414-60, must be used to delineate the calculations of FCCOM. If the Offeror elects not to claim FCCOM, as statement shall be made to that effect.

## **L.18 DOE-L-2014 Date, Time, and Place Offers are Due (Oct 2015)**

All Offers required by this solicitation are due no later than [TBD]. Treatment of late submissions, modifications, and withdrawals are governed by the applicable provisions of the solicitation.

## **L.19 DOE-L-2016 Number of Awards (Oct 2015)**

It is anticipated that there will be one award resulting from this solicitation. However, the Government reserves the right to make no award, if it is considered to be in the Government's best interest to do so.

## **L.20 Contacts Regarding Future Employment**

Offerors may contact incumbent Contractor employees about future employment except where prohibited by law. These contacts must take place outside the normal working hours of the employees.

## **L.21 Instructions Regarding Non-Public Government Information/Source Selection Information**

The Offeror shall not utilize non-public government information (as defined by the United States Office of Government Ethics) or source selection information (as defined in FAR 2.101) in the preparation of the Offeror's proposal submission as it could result in an unfair competitive advantage in the procurement. An Offeror's utilization of any individual(s) who may possess non-public government information or

source selection information (obtained through their employment or by other means) may result in a perceived or actual unfair competitive advantage. Utilization of non-public government information or source selection information to prepare its proposal in response to the subject solicitation may disqualify the Offeror's proposal from award. Utilization of information obtained by a contractor over the normal course of business is not subject to the Organizational Conflict of Interest provisions of this solicitation.

**L.22 DOE-L-2020 Small Business Set-Aside Information (Unrestricted)**

This acquisition is unrestricted and contains no small business set-aside provisions.

**L.2223 DOE-L-2026 Service of Protest (Oct 2015)**

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the CO (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Jodi Gordon, Contracting Officer  
U.S. Department of Energy  
550 Main Street, Room 7-010  
Cincinnati, OH 45202

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
- (c) Another copy of a protest filed with the GAO shall be furnished to the following address within the time periods described in paragraph (b) of this provision:

U.S. Department of Energy  
Assistant General Counsel for Procurement and Financial Assistance (GC-61)  
1000 Independence Avenue, S.W. Washington, DC 20585

Fax: (202) 586-4546

**L.2324 DOE-L-2027 Notice of Protest File Availability (Oct 2015)**

- (a) If a protest of this procurement is filed with the GAO in accordance with 4 CFR part 21, any actual or prospective Offeror may request DOE to provide it with reasonable access to the protest file pursuant to 48 CFR 33.104(a)(3)(ii), implementing section 1605 of Public Law 103-355. Such request must be in writing and addressed to the CO for this procurement.
- (b) Any Offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective Offerors in accordance with the requirements of 48 CFR 33.104(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the *Freedom of Information Act*. Therefore, Offerors shall mark any documents as to which they would assert that an exemption applies. (See 10 CFR Part 1004.)

**L.2425 DOE-L-2028 Agency Protest Review (Oct 2015)**

Protests to the agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. DOE's agency protest procedures, set forth at 48 CFR 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the Department.



The Department encourages potential protestors to discuss their concerns with the CO prior to filing a protest.

**L.~~2526~~ FAR 52.225-10 Notice of Buy American Requirement – Construction Materials (May 2014)**

- (a) Definitions. “Commercially available off-the-shelf (COTS) item,” “construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American—Construction Materials” (Federal Acquisition Regulation (FAR) clause 52.225-9).
- (b) Requests for determinations of inapplicability. An Offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the CO in time to allow a determination before submission of offers. The Offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an Offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the Offeror shall include the information and supporting data in the offer.
- (c) Evaluation of offers.
  - (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.
  - (2) If evaluation results in a tie between an Offeror that requested the substitution of foreign construction material based on unreasonable cost and an Offeror that did not request an exception, the CO will award to the Offeror that did not request an exception based on unreasonable cost.
- (d) Alternate offers.
  - (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the Offeror also may submit an alternate offer based on use of equivalent domestic construction material.
  - (2) If an alternate offer is submitted, the Offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.
  - (3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the Offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested:
    - (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
    - (ii) May be accepted if revised during negotiations.



**L.2627 FAR 52.225-12 Notice of Buy American Requirement – Construction Materials Under Trade Agreements (DOE DEVIATION) (Feb 2008)**

- (a) Definitions. "Construction material," "designated country construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in clause 52.225-11 of this solicitation entitled "Buy American Act--Construction Materials Under Trade Agreements (DOE DEVIATION) (FEB 2008)".
- (b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.
- (c) Evaluation of offers.
  - (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of clause 52.225-11.
  - (2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.
- (d) Alternate offers.
  - (1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.
  - (2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.
  - (3) If the Government determines that a particular exception requested in accordance with paragraph (c) of clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested--
    - (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
    - (ii) May be accepted if revised during negotiations.

**L.~~27~~28 List of Section L Attachments**

Attachment L-1	Performance Guarantee Agreement
Attachment L-2	Key Personnel Standard Resume Format
Attachment L-3	Past Performance Reference Information Form
Attachment L-4	Past Performance Cover Letter and Questionnaire
Attachment L-5	List of Contracts Terminated for Default-, <u>Cure Notices, and Conditional Payment of Fee/Profit/Other Incentive Actions</u>
Attachment L-6	Cost and Fee/Profit Elements Workbook
Attachment L-7	Offeror's Proposed Accounting System Information
Attachment L-8	List of DOE Contracts
Attachment L-9	Contract Transition Task Order

## Attachment L-1

### Performance Guarantee Agreement

For value received, and in consideration of, and to induce the United States (the Government) to enter into Contract \_\_\_\_\_ for the (Contract) dated \_\_\_\_\_, by and between the Government and \_\_\_\_\_ (Contractor), the undersigned, \_\_\_\_\_ (Guarantor), a corporation incorporated in the State of \_\_\_\_\_ with its principal place of business \_\_\_\_\_ hereby unconditionally guarantees to the Government:

- (a) The full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the contract; and
- (b) The full and prompt payment and performance by Contractor of all obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the contract, and
- (c) Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the contract, in the event of a default by Contractor hereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of: (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party; or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt; or (iii) the assertion by the Government against the Contractor of any of the Government's rights and remedies provided for under the contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance

Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to ensure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of:

- (i) The reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party; or
- (ii) The institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, bylaws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on

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Date

---

Name of Corporation

---

Name and Position of Official Executing Performance Guarantee Agreement on Behalf of Guarantor

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Attestation Including Application of Seal by an Official of Guarantor  
Authorized to Affix Corporate Seal

## Attachment L-2

### Key Personnel Standard Resume Format

(Resume must not exceed four (4) pages in length for each key personnel)

Note: The Offeror may amend the format for Attachment L-2, *Key Personnel Standard Resume Format*, as long as the exact information, 12-point font and size (per DOE-L-2001), for the majority of information is utilized (other than supplemental charts, tables, diagrams) and page limitations are followed.

Name of Key Person:

Name of Offeror:

Proposed Position with Offeror:

Availability Date and Period of Commitment: (Insert [month/date/year] for availability date; period of commitment shall be reflected from date the Notice to Proceed (NTP) is issued for the Transition Period of the contract forward).

Name of Company with whom key person will be Employed:

Level of Security Clearance (or ability to obtain necessary clearance):

Country of Citizenship:

Duties and Responsibilities in Proposed Position:

Relevant Experience: (Starting with current position and working backwards: Identify name and address of employer, contract title, dates of employment, position titles, specified duties and responsibilities, and name, title and phone number of supervisor. Address specific information on the relevant experience in performing work similar to the work to be performed in their proposed position, including leadership and other accomplishments, with emphasis on project and completion type work. Describe how work experience relates to the solicitation and capability to function effectively in the proposed position.

~~Describe record of past success and accomplishments in performing work of similar scope to that required for the proposed position, with emphasis on project and completion type work.~~ Additionally, the following elements shall be described as applicable: (i) Recent and relevant management experience in direct project execution in the field within the last five (5) years; (ii) Experience at partnering with client(s) that achieved measurable performance improvements; (iii) Experience in developing innovative approaches and their implementation; (iv) Experienced in successful regulatory interactions and reform with demonstrated positive benefit to the client(s); and (v) Experience in realization of significant cost savings to the client and/or significant life-cycle cost or liability reductions as part of major portfolio or complex program completion efforts.

Education, specialized training, certifications, and licenses that support the individual's qualifications and suitability for the proposed position: (Provide degree(s) earned, discipline(s), year(s) degree(s) attained, and institution(s); if degree is incomplete, identify the number of hours earned towards degree).

### Three References

(Name, title, company/organization, address, phone number, and e-mail address [current and at least two (2) previous employers.]

Letter of Commitment: (A signed letter of commitment should be attached to each resume - use the letter of commitment format specified in Section L.14(c). Page limits for resumes do not include letters of commitment.)



## Attachment L-3

### Past Performance Reference Information Form

(Completed Form limited to nine pages per reference contract. If the reference contract is/was a subcontract to a prime contract, the information contained within this L-3 form shall only pertain to the subcontract information.) If the reference contract is for facility operation of a commercial plant, the L-3 form may be utilized to reflect the contract or binding agreement with a client for the referenced services performed.

#### Past Performance Reference Information Form

1. <u>Name</u> and <u>DUNS #</u> of Offeror Submitting Proposal:	
2. <u>Name</u> and <u>DUNS #</u> of Company for which L-3 Form is being submitted:	
3. Name of Reference Contract Client (e.g., Government Agency or Prime Contractor):	
4. <u>Name</u> and <u>DUNS #</u> of Entity Reference Contract Was Awarded To: (if the Entity was made up of member companies, provide the applicable member company's name and DUNS # as well)	
5. Reference Contract <u>Number</u> : Reference Contract <u>Title</u> :	
6. Reference Contract Available in CPARS ( <i>i.e.</i> , <u>Yes/No</u> ):	
7. Reference Contract Client Point of Contact: *The reference point of contact must include the Contracting Officer (or equivalent), and may also include the Project Director or Contracting Officer's Representative (or equivalents).	Name: Title: Telephone: Email: Address:
8. Reference Contract Period of Performance:	
9. Reference Contract Start Date Period of Performance Start Date:	
10. Reference Contract Period of Performance End Date:	
11. Reference Contract Type (e.g., FP, T&M, CPFF, CPIF, CPAF, IDIQ etc.):	
12. Reference Contract Total Value and Approximate Average Annual Value ( <i>separately list fee if cost-type</i> ):	
13. Reference Contract Value Performed To Date ( <i>Insert the final sum of all invoices, or the sum of all invoices to date, including agreed upon and disputed amounts, paid and awaiting payment; Date = RFP release date</i> ):	

**Past Performance Reference Information Form**

<del>14.</del> <b>Portion (%) of work Company (identified in #2) is proposed to perform on <del>[insert name of procurement]</del>:</b>	
<del>15.</del> <b>14.</b> Scope Company (identified in #2) is proposed to perform on <del>[insert name of procurement]</del> . <u>SRS IMCC</u> . List applicable PWS elements:	
<del>16.</del> <b>15.</b> Scope Company (identified in #4) performed on Reference Contract:	
<del>17.</del> <b>16.</b> Complexity Company (identified in #2) is proposed to perform on <del>[insert name of procurement]</del> . <u>SRS IMCC</u> :	
<del>18.</del> <b>17.</b> Complexity of work Company (identified in #4) performed on Reference Contract:	
<del>19.</del> <b>18.</b> Safety statistics: provide Days Away, Restricted or Transferred and Total Recordable Case (TRC) rates and hours worked for the company (identified in #4) on the Reference Contract by Government Fiscal Year (GFY) completed within the last 4 years from the original solicitation issuance date:	
<del>20.</del> <b>19.</b> For the Reference Contract, identify any DOE enforcement actions and/or worker safety and health, nuclear safety, and/or classified information security incidents or notifications posted to the DOE Office of Enterprise Assessments (EA) website ( <a href="https://energy.gov/ea/information-center/enforcement-infocenter">https://energy.gov/ea/information-center/enforcement-infocenter</a> ) within the last 4 years from the original solicitation issuance date and corrective actions taken to resolve those problems:	
<p><del>21.</del><b>20.</b> Was the reference contract awarded to an affiliated company (see definition of “affiliates at FAR 2.101) of the entity for which the L-3 form is being submitted (identified in #2)? (Yes/No). If the name and/or DUNS are different than the entity identified in #2, explain the relationship (e.g., self, subsidiary, parent, etc.).</p> <p>If “yes”, the Offeror shall describe the resources of the parent, member, or affiliated company that will be provided or relied upon in contract performance such that the parent, member, or affiliate will have meaningful involvement in contract performance.</p> <p>If a common parent company is being used to establish the nexus between the Offeror and an affiliated company, then the Offeror must describe how the</p>	

**Past Performance Reference Information Form**

<p>affiliate and Offeror rely on, for example, similar assets, resources, policies, and procedures of the common parent company.</p> <p>If the Offeror identifies past performance information for predecessor companies that existed prior to any mergers or acquisitions, the Offeror shall demonstrate <u>that</u> such performance reasonably can be predictive of the Offeror's performance.</p>	
<p>Note: The Offeror may amend the format for Attachment L-3, <i>Past Performance Reference Information Form</i>, as long as the exact information, font and size (per DOE-L-2001), and page limitations are followed. Also, the information contained in the Offeror's submitted L-3 forms shall be consistent with the information contained in other sections of the Volume II proposal.</p>	

## **Attachment L-4**

### **Past Performance Cover Letter and Questionnaire**

Past Performance Cover Letter for \_\_\_\_\_

Dear “Client”:

We are currently responding to the Department of Energy (DOE) Request for Proposals No. 89303319REM000055, Savannah River Site Integrated Mission Completion Contract at the Savannah River Site near Aiken, South Carolina.

The solicitation places emphasis on past performance as a source selection factor. In addition to requesting the attached Questionnaire be completed, the Government is requiring that clients of entities responding to the solicitation be identified and their participation in the evaluation process be requested. In the event you are contacted for information by the Government on work we have performed, you are hereby authorized to respond to those inquiries.

We are asking for your assistance in completing the attached questionnaire and forwarding to the DOE to aid in its evaluation of our past performance.

Please return the completed questionnaire within ten (10) calendar days.

**YOU ARE HIGHLY ENCOURAGED TO SCAN AND EMAIL THE QUESTIONNAIRE TO THE EMAIL ADDRESS PROVIDED BELOW:**

Email Address: SRSIMC@emcbc.doe.gov

If you are unable to scan and email a copy, it can be mailed to the following address:

U S. Department of Energy  
Attention: Jodi Gordon, Contracting Officer  
Address: 550 Main Street, Room 7-010  
Cincinnati, OH 45202

If mailing, please mark the envelope:

“SOURCE SELECTION INFORMATION - SEE FAR 3.104” “TO BE OPENED ONLY BY THE CONTRACTING OFFICER”

## Past Performance Questionnaire

### A. Referenced Contract and Client Information

#### Referenced Contract and Client Information

<b>Name of Company Being Evaluated:</b>	
<b>Contract Number and Title Being Evaluated:</b>	
<b>Assessment Period for which PPQ covers Company's performance:</b>	
<b>Evaluator's Name:</b>	
<b>Evaluator's Address:</b>	
<b>Evaluator's Phone &amp; Email:</b>	
<b>Evaluator's Organization:</b>	
<b>Evaluator's role in the management of the contract*:</b>	
<p><i>* The reference point of contact completing and submitting the questionnaire must be the appropriate contract client reference within the Program Office/Project Office and/or the Contracting Office. Only one questionnaire should be submitted per contract reflecting a coordinated response.</i></p>	

### B. Rating Scale and Definitions

#### Rating Scale and Definitions

Rating	Definition	Note
Exceptional	Performance meets contractual requirements and exceeds many to the Client's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the Contractor were highly effective.	To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the Client. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been no significant problems identified.
Very Good	Performance meets contractual requirements and exceeds some to the Client's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with some minor problems for which corrective actions taken by the Contractor were effective.	To justify a Very Good rating, identify a significant event and state how it was a benefit to the Client. There should have been no significant problems identified.

### Rating Scale and Definitions

Rating	Definition	Note
Satisfactory	Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the Contractor appear or were satisfactory.	To justify a Satisfactory rating, there should have been only minor problems, or major problems the Contractor recovered from without impact to the contract/order. There should have been NO significant problems identified.  Note: The Contractor should not be evaluated with a rating lower than Satisfactory solely for not performing beyond the requirements of the contract/order.
Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a serious problem for which the Contractor has not yet identified corrective actions. The Contractor's proposed actions appear only marginally effective or were not fully implemented.	To justify Marginal performance, identify a significant event in each category that the Contractor had trouble overcoming and state how it impacted the Client. A Marginal rating should be supported by referencing the management tool that notified the Contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the Contractor's corrective actions appear or were ineffective.	To justify an Unsatisfactory rating, identify multiple significant events in each category that the Contractor had trouble overcoming and state how it impacted the Client. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the Contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters).

### C. Assessment Areas

Please provide explanatory narratives to support your ratings.

#### 1. Quality of Product or Service

Example: How well did the Contractor provide services that met the terms of the contract?

How technically accurate were the Contractor deliverables? What was the quality level of the Contractor deliverables? How well did the Contractor perform the contract services in a safe manner?

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	Not Applicable	Do Not Know

Supporting Narrative:



## 2. Schedule Compliance

Example: How well did the Contractor provide timely services in accordance with contract schedules?  
How well did the Contractor take measures to minimize delays that were within its control?

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	Not Applicable	Do Not Know

Supporting Narrative:

## 3. Cost Control

Example: How well did the Contractor control its costs?

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	Not Applicable	Do Not Know

Supporting Narrative:

## 4. Business Relations

Example: How well did the Contractor interface with you to address requests, complaints, and inquiries?  
If given the choice, would you select this Contractor again to perform your required services?

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	Not Applicable	Do Not Know

Supporting Narrative:

## 5. Management of Key Personnel/Staffing

Example: How well did the Contractor allocate the appropriate personnel resources to meet customer needs? How well did the Contractor provide staff on short notice for quick turnaround of personnel?

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	Not Applicable	Do Not Know

Supporting Narrative:

## 6. Utilization of Small Business

Example: How well did the Contractor allocate subcontracting opportunities to small businesses?

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	Not Applicable	Do Not Know

Supporting Narrative:

## 7. Regulatory Compliance

Example: How well did the Contractor comply with all terms and conditions in the contract relating to applicable regulations and codes considering compliance with financial, environmental, safety, and labor regulations as well as any other reporting requirements.

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	Not Applicable	Do Not Know

Supporting Narrative:

We greatly appreciate your time and assistance in completing this questionnaire.

### Additional Comments:

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## Attachment L-5

### **List of Contracts Terminated for Default, Cure Notices, and Conditional Payment of Fee/Profit/Other Incentive Actions**

**Table L-5.1. List of Contracts Terminated for Default**

Client Name	Contract No.	Client Point of Contact	POC Information (address, phone no., email address)	Performance Period	Reason for Termination

Note: Information shall only be provided for contracts terminated within the preceding 4 years from the date of the original solicitation issuance date. Additionally, explanatory information may be provided below the table for each contract terminated for default, along with a brief description of the work. If the Offeror does not have any contracts/~~projects~~ to report, a blank form shall be submitted stating such.

**Table L-5.2. List of Contracts – Cure Notice(s)**

<u>Client Name</u>	<u>Contract No.</u>	<u>Client Point of Contact</u>	<u>POC Information (address, phone no., email address)</u>	<u>Performance Period</u>	<u>Reason for Cure Notice</u>

Note: Information shall only be provided for contracts that are currently being performed or have a period of performance end date within the preceding 4 years from the date of the original solicitation issuance date. Additionally, explanatory information may be provided below the table for each contract cure notice, along with a brief description of the work. If the Offeror does not have any contracts to report, a blank form shall be submitted stating such.

**Table L-5.3. List of Contracts – Conditional Payment of Fee/Profit/Other Incentive Actions**

<u>Client Name</u>	<u>Contract No.</u>	<u>Client Point of Contact</u>	<u>POC Information (address, phone no., email address)</u>	<u>Performance Period</u>	<u>Reason for CPOF Action</u>

Note: Information shall only be provided for contracts that are currently being performed or have a period of performance end date within the preceding 4 years from the date of the original solicitation issuance date. Additionally, explanatory information may be provided below the table for each contract Conditional Payment of Fee/Profit/Other Incentive action, along with a brief description of the work. If the Offeror does not have any contracts to report, a blank form shall be submitted stating such.

## **Attachment L-6**

### **Cost and Fee/Profit Elements Workbook**

*See separate file.*

## **Attachment L-7**

### **Offeror's Proposed Accounting System Information**

- (1) Is the accounting system in accordance with generally accepted accounting principles?  
Please explain.
- (2) Does the proposed accounting system provide for:
  - (a) Proper segregation of direct costs from indirect costs? Please explain.
  - (b) Identification of and accumulation of direct costs by contract? Please explain.
  - (c) A logical and consistent method for allocation of indirect costs to intermediate and final cost objectives? (A contract is a final cost objective.) Please explain.
  - (d) Accumulation of costs under general ledger control? Please explain.
  - (e) A timekeeping system that identifies employees' labor by intermediate or final cost objectives? Please explain.
  - (f) A labor distribution system that charges direct and indirect labor to the appropriate cost objectives? Please explain.
  - (g) Interim (at least monthly) determination of cost charged to a contract through routine posting of book of accounts? Please explain.
  - (h) Exclusion from costs charged to Government contracts of amounts, which are not allowable in terms of FAR Part 3, Contract Cost Principles and Procedures or other contract provisions? Please explain.
  - (i) Identification of costs by contract line item and by units (as if unit or line items were a separate contract) if required by the proposed contract? Please explain.
  - (j) Segregation of preproduction costs from production costs (if applicable)? Please explain.
- (3) Does the proposed Accounting System provide financial information:
  - (a) Required by clauses concerning limitation of costs (FAR 52.232-20, *Limitation of Cost*) and/or limitation on payments (FAR 52.216-16, *Incentive Price Revision—Firm Target*)? Please explain.
  - (b) Required to support requests for progress payments? Please explain.
- (4) Is the proposed accounting system designed, and are the records maintained in such a manner, that adequate, reliable data are developed for use in pricing follow-on acquisitions?  
Please explain.
- (5) Is the accounting system currently in full operation? If not, describe which portions are:  
(1) in operation; (2) set-up, but not yet in operation; (3) anticipated; or (4) nonexistent.

## Attachment L-8

### List of DOE Contracts

Instructions: The Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), and Teaming Subcontractors, shall provide a listing of all DOE prime contracts (including NNSA) currently being performed and/or for contracts that were completed within the last 4 years from the original solicitation issuance date. If the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), or Teaming Subcontractors provided past performance information on predecessor companies that existed prior to any mergers or acquisitions, the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), or Teaming Subcontractor(s) shall also provide a list of DOE contracts for the predecessor companies. This includes contracts for which the Offeror and/or Teaming Subcontractor was a member organization in a joint venture, LLC, or other similar entity as a prime Contractor to DOE. The below information should be provided for the entity to which the DOE prime contract was awarded, rather than a proposing entity under this solicitation. Also, this list shall only include DOE prime contracts performed by the proposing entity and any affiliate companies for which an L-3 form is submitted (including within LLC arrangements), and shall not include any contracts performed by other affiliates not otherwise performing any of the submitted L-3 reference contracts (if applicable).

<b>a. Prime Contract Number:</b>
<b>b. Contract Title:</b>
<b>c. Prime Contractor Name:</b>
<b>d. Prime Contractor DUNS #:</b>
<b>e. LLC Member Name:</b>
<b>f. LLC Member DUNS #:</b>
<b>g. Period of Performance:</b>
<b>h. Contract Value:</b>
<b>i. Contract Description (brief; 1-2 sentences):</b>
<b>j. Contract NAICS:</b>

## Attachment L-9

### Contract Transition Task Order

*See IMCC – Task Order – ~~Liquid Waste~~ Transition*



**Attachment L-9**  
**Task Order 1: Transition**  
**Request for Task Proposal (RTP)**

*In accordance with the Master IDIQ Contract Section H.50 Task Ordering Procedure, paragraph (c), the following constitutes the RTP for the Transition Task Order. The requirements for the Contractor's Task Order proposal are set forth in Section L of this Solicitation No. 89303319REM000055.*

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## Section B - Supplies or Services and Prices/Costs

This Task Order work shall be performed under Contract Line Item Number (CLIN) 00001 of the Savannah River Site Integrated Mission Completion Contract (herein referred to as the Master IDIQ Contract). Section B of the Master IDIQ Contract is incorporated by reference. The requisite clause information specific to this Task Order included below is consistent with the clause numbering structure established by the Master IDIQ Contract.

### B.1 DOE-B-2012 Supplies/Services Being Procured/Delivery Requirements (Oct 2014)

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this Task Order as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of work as described in Section C, Performance Work Statement (PWS) under this Task Order.

### B.2 Type of Contract - DOE-B-2004 Cost-No-Fee Task Order: No-Fee Total Estimated Cost (OCT 2014) (Revised)

- (1) This is a cost-no fee Task Order. In accordance with the clause at FAR 52.216-11, *Cost Contract- No Fee*, the Total Estimated Cost for this Task Order is as follows (Table B-1):

**Table B-1. Estimated Total Cost**

<b>Total Estimated Cost:</b>	[\$proposed]
------------------------------	--------------

- (2) The Total Estimated Cost of the Task Order is as follows (Table B-2):

**Table B-2. Task Order CLIN Structure**

CLIN	CLIN Title	CLIN Type	Total Estimated Cost
00001	Transition	CR (no fee)	[\$proposed]
CLIN= Contract Line Item Number		CR = Cost Reimbursable	

- (3) CLIN Description:

CLIN 00001 –Transition:

The Transition Period begins with the start date provided within the issuance of the initial Notice to Proceed (NTP). The Incoming Transition Period dates are set forth in Section F clause, *Period of Performance*. Costs are reimbursed based on allowable actual costs billed to the Contract. There is no fee for the Transition Period.

### B.4 DOE-B-2013 Obligation of Funds (Oct 2014)

- (a) Pursuant to the clause of this Contract in FAR 52.232-22, *Limitation of Funds*, total funds in the amount(s) specified below are obligated for the payment of allowable costs. It is estimated that this amount is sufficient to cover performance through the period of performance (POP) as specified in F.3 below.

TBD at Task Order award.

## Section C - Performance Work Statement

### C.1 Task Order Requirements

The following tasks of the Task Order contain work scope that shall be performed by the Contractor during this Task Order's POP.

**Table C-1. Listing of Task-Specific Scope**

Task Order 1: Transition		
Task #	Task Title	Related Master IDIQ PWS Section
1	Transition	C.1, <i>Contract Transition</i>
IDIQ = Indefinite Delivery/Indefinite Quantity      PWS = Performance Work Statement		

This task defines the activities necessary to fully transition the Liquid Waste Stabilization/Disposition work scope presently being performed by the incumbent Liquid Waste Contractor to the Contractor, transition any subcontract work from the incumbent Liquid Waste Contractor to the Contractor as deemed necessary, and complete workforce transition in accordance with the requirements of Section H of the Contract. The main goal of this task is the Contractor's demonstrated readiness to fully and seamlessly assume responsibility for execution of the Liquid Waste Disposition/Stabilization IMC Contract work scope.

The desired outcome is the complete- safe, effective, and efficient transfer of responsibility for execution of the SRS IMC Contract with little or no disruption to ongoing Liquid Waste Stabilization/Disposition operations. The detailed scope of work is identified in the IMC Contract Section C.1, *Contract Transition*.

## Section D - Packaging and Marking

Section D of the Master IDIQ Contract is incorporated by reference.

## Section E - Inspection and Acceptance

Section E of the Master IDIQ Contract is incorporated by reference.

## Section F - Deliveries or Performance

Section F of the Master IDIQ Contract is incorporated by reference, with the exception of Clause F.3, which is filled in and provided below.

### F.3 Period of Performance

- (b) The overall Task Order POP shall be 90 days following NTP.

## Section G - Contract Administration Data

Section G of the Master IDIQ Contract is incorporated by reference.

## Section H - Special Contract Requirements

Section H of the Master IDIQ Contract is incorporated by reference.

## Section I - Contract Clauses

Section I of the Master IDIQ Contract is incorporated by reference, ~~except~~except for the following Section I clause, which is filled-in as follows:

**Table I-1. Section I Clause Fill-Ins**

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.45	FAR 52.217-8	Option to Extend Services	Any time prior to the expiration of the Task Order
DEAR = Department of Energy Acquisition Regulation      FAR = Federal Acquisition Regulation			

## Section J - List of Documents, Exhibits, and Other Attachments

Section J of the Master IDIQ Contract is incorporated by reference, as applicable to this Task Order, with the exception of the following, which are hereby incorporated in this Task Order.

### Section J-7 - Contract Deliverables

In addition to the list of Contract Deliverables specified in Section J, Attachment J-7, *Contract Deliverables*, the following list of Transition Deliverables are also required for this Task Order.

#### Task Order 1 – Transition Deliverables

(Note: All time periods specified are calendar days.)

Deliverable Number	Deliverable	DOE		Deliverable Due	Contract Section/ <u>Requirement</u>
		Action	Response Time		
TO1-0001	Executive Summary posted to Contractor's website	Information		Within 72 hours after NTP	C-1 Contract Transition
TO1-0002	Transition Status Reports	Information		Weekly during transition period	C-1 Contract Transition
TO1-0003	Weekly reports to the CO regarding implementation of hiring preferences	Information		Weekly (less frequently if requested by CO)	H.6 Workforce Transition and Benefits Transition: Plans and Timeframes
TO1-0004	List of Contractor personnel who will be responsible for transitioning the employees of the Incumbent Contractor and for the development of transition agreements	Information		Within 10 days after NTP	H.6 Workforce Transition and Benefits Transition: Plans and Timeframes

**Task Order 1 – Transition Deliverables****(Note: All time periods specified are calendar days.)**

Deliverable Number	Deliverable	DOE		Deliverable Due	Contract Section/ <u>Requirement</u>
		Action	Response Time		
TO1-0005	Description of all Workforce Transition Agreements	Information		Within 10 days after NTP	H.6 Workforce Transition and Benefits Transition: Plans and Timeframes
TO1-0006	Draft Communication Plan	Review		Within 10 days after NTP	H.6 Workforce Transition and Benefits Transition: Plans and Timeframes
TO1-0007	Description of the process for regularly obtaining updated information from the Incumbent Contractor regarding incumbent employees	Information		Within 10 days after NTP	H.6 Workforce Transition and Benefits Transition: Plans and Timeframes
TO1-0008	List of Contractor Personnel responsible for transitioning existing benefit plans and, if needed, development of new benefit plans	Information		Within 10 days after NTP	H.6 Workforce Transition and Benefits Transition: Plans and Timeframes
TO1-0009	Estimated Costs & detailed breakout of costs to accomplish workforce & benefits transition activities	Review		Within 10 days after NTP	H.6 Workforce Transition and Benefits Transition: Plans and Timeframes
TO1-0010	Transition Plan	Approve	5 days	Within 15 days after NTP	C-1 Contract Transition
TO1-0011	Draft Workforce Transition Plan	Review		Within 15 days after NTP	H.6 Workforce Transition and Benefits Transition: Plans and Timeframes
TO1-0012	Final Communication Plan	Approve		Within 15 days after the NTP	H.6 Workforce Transition and Benefits Transition: Plans and Timeframes
TO1-0013	List of Information & documents requested from Incumbent Contractors pertaining to transition of existing benefit plans	Information		Within 15 days after NTP	H.6 Workforce Transition and Benefits Transition: Plans and Timeframes
TO1-0014	Organizational Conflict of Interest Management Plan	Approve		Within 15 days after NTP	H.28 Organizational Conflict of Interest Management Plan
TO1-0015	DOE Form 3220.5, <i>Application for Contractor Compensation Approval</i> , for each Key Personnel position	Approve		Within 20 days after NTP.	H.5 Special Provisions Applicable to Workforce Transition and Employee



**Task Order 1 – Transition Deliverables****(Note: All time periods specified are calendar days.)**

Deliverable Number	Deliverable	DOE		Deliverable Due	Contract Section/ <u>Requirement</u>
		Action	Response Time		
					Compensation: Pay and Benefits
TO1-0016	Draft Benefits Transition Plan	Review		Within 20 days after NTP	H.6 Workforce Transition and Benefits Transition: Plans and Timeframes
TO1-0017	Detailed description of plans and processes to ensure compliance with pay and benefit requirements	Information		Within 20 days after NTP	H.6 Workforce Transition and Benefits Transition: Plans and Timeframes
TO1-0018	Minutes of meetings with Incumbent Contractor benefits administrators to discuss all matters necessary to ensure compliance with pay and benefits requirements.	Information		Within 2 days following each meeting with initial meeting required within 20 days after NTP	H.6 Workforce Transition and Benefits Transition: Plans and Timeframes
TO1-0019	Worker Safety and Health Program description	Approve		Within 30 days after NTP	C.6.1 Worker Safety and Health
TO1-0020	Final Workforce Transition Plan	Approve		Within 30 days after NTP	H.6 Workforce Transition and Benefits Transition: Plans and Timeframes
TO1-0021	Final Benefits Transition Plan	Approve		Within 30 days after NTP	H.6 Workforce Transition and Benefits Transition: Plans and Timeframes
TO1-0022	Draft transition agreements with Incumbent Contractor(s) to ensure compliance with pay and benefit requirements	Review		Within 30 days after NTP	H.6 Workforce Transition and Benefits Transition: Plans and Timeframes
TO1-0023	Drafts of all amendments to or reinstatements of the pension and other benefit plans presently sponsored by the Incumbent Contractor	Review		Within 30 days after NTP	H.6 Workforce Transition and Benefits Transition: Plans and Timeframes
TO1-0024	All draft restated benefit plans and draft Summary Plan Descriptions for pension and other benefit plans sponsored by the Incumbent Contractors (if applicable)	Review		Within 30 days after NTP	H.6 Workforce Transition and Benefits Transition: Plans and Timeframes

**Task Order 1 – Transition Deliverables****(Note: All time periods specified are calendar days.)**

Deliverable Number	Deliverable	DOE		Deliverable Due	Contract Section/ <u>Requirement</u>
		Action	Response Time		
TO1-0025	Draft or proposed final versions of any new defined benefit and defined contribution pension plans and other benefit plans and draft Summary Plan Descriptions for the pension and other benefit plans (if needed as agreed to in the final Benefits Transition Plan)	Review		Within 30 days after NTP	H.6 Workforce Transition and Benefits Transition: Plans and Timeframes
TO1-0026	Final transition agreements with Incumbent Contractor(s) to ensure compliance with pay and benefit requirements	Approve		Within 45 days after NTP	H.6 Workforce Transition and Benefits Transition: Plans and Timeframes
TO1-0027	Proposed final versions of all amendments to or reinstatements of the pension and other benefit plans presently sponsored by the Incumbent Contractor	Approve		Within 45 days after NTP	H.6 Workforce Transition and Benefits Transition: Plans and Timeframes
TO1-0028	Proposed final version of restated benefit plans and draft Summary Plan Descriptions for pension and other benefit plans sponsored by the Incumbent Contractors (if applicable)	Approve		Within 45 days after NTP	H.6 Workforce Transition and Benefits Transition: Plans and Timeframes
TO1-0029	Proposed final versions of any new defined benefit and defined contribution pension plans and other benefit plans and Summary Plan Descriptions for the pension and other benefit plans (if needed as agreed to in the final Benefits Transition Plan and not previously transmitted)	Approve		Within 45 days after NTP	H.6 Workforce Transition and Benefits Transition: Plans and Timeframes
TO1-0030	Wall-to-Wall Physical Contractor Controlled Inventory Report	Approve	10 days	Within 50 days after NTP	C.1 Contract Transition, C.6, Personal Property Management Program
TO1-0031	<u>Proposed WBS numbering scheme and WBS dictionary</u> <del>Program and Project Management Requirements Gap Analysis</del>	Information		Within <del>60</del> 30 days after NTP	<u>C.5.2. Scheduling</u> <del>C.5.1 Project Support Performance Requirements</del>
TO1-0032	<u>Final Workforce Transition Agreements</u> <del>Proposed WBS numbering scheme and WBS dictionary</del>	<u>Approve</u> <del>Information</del>		Within 60 days after NTP	<u>H.6 Workforce Transition and Benefits Transition: Plans and</u>

### Task Order 1 – Transition Deliverables

(Note: All time periods specified are calendar days.)

Deliverable Number	Deliverable	DOE		Deliverable Due	Contract Section/ <u>Requirement</u>
		Action	Response Time		
					<del>Timeframes C.5.2. Scheduling</del>
TO1-0033	<del>Statement of Material Differences. Final Workforce Transition Agreements</del>	<del>Information Approve</del>		Within 60 days after NTP	<del>H.6 Workforce C-1 Contract Transition- and Benefits Transition: Plans and Timeframes</del>
TO1-0034	<del>Employee Assistance Program Implementation Plan Statement of Material Differences.</del>	Information		Within 60 days after NTP	<u>Section J, Attachment J-2, 10 CFR part 707, Workplace Substance Programs at DOE Sites; also DOE O 350.1 C-1 Contract Transition</u>
TO1-0035	<del>Disclosure of Contractor's estimating system Employee Assistance Program Implementation Plan</del>	Information		Within 60 days after NTP	<del>H.15 Cost Estimating System Requirements Section J, Attachment J-2, 10 CFR part 707, Workplace Substance Programs at DOE Sites; also DOE O 350.1</del>
TO1-0036	<del>Disclosure of Documentation substantiating that the Contractor's estimating accounting system meets specified system criteria</del>	Information		Within 60 days after NTP	<del>H.15 Cost Estimating 17 Accounting System Requirements Administration</del>
TO1-0037	Documentation substantiating that the Contractor's <del>accounting</del> <u>purchasing</u> system meets specified system criteria	Information		Within 60 days after NTP	<del>H.17 Accounting 18 Contractor Purchasing System Administration</del>
TO1-0038	Documentation substantiating that the Contractor's <del>purchasing</del> <u>personal property management</u> system meets specified system criteria	Information		Within 60 days after NTP	<del>H.18 19 Contractor Purchasing Property Management System Administration</del>
TO1-0039	<del>Documentation substantiating that the Contractor's property management system meets specified system criteria</del> <u>Personal Property Management System</u>	<del>Approve Information</del>		Within <del>60</del> <u>45</u> days after NTP	<del>H.19 Contractor C.7.1.1 Personal Property Management System Administration</del>
TO1-0040	Diversity Plan	Approve		Within 60 days after NTP	H.31 Diversity Program

### Task Order 1 – Transition Deliverables

(Note: All time periods specified are calendar days.)

Deliverable Number	Deliverable	DOE		Deliverable Due	Contract Section/ <u>Requirement</u>
		Action	Response Time		
TO1-0041	Litigation Management Plan	Information		Within 60 days after NTP	H.60 Legal Management
TO1-0042	Graded Approach for Implementation of Contract Requirements Plan	Approve		30 days prior to end of transition	C.1 Contract Transition
TO1-0043	Declaration of Readiness to Execute the Contract	Approve	10 days	10 days prior to end of transition	C.1 Contract Transition
TO1-0044	Contractor Employee Compensation Plan	Approve		By the close of contract transition	H.4 Employee Compensation: Pay and Benefits
TO10045	Description of necessary transactions with regard to the transfer of assets from the existing MEPP to a new defined benefits plan in keeping with the benefits sponsorship requirements of the Contract and applicable laws,	Information		Within 90 days after NTP	H.6 Workforce Transition and Benefits Transition: Plans and Timeframes
TO1-0046	Schedule for when the new defined benefit plan will be developed and assets transferred	Approve		Within 90 days after NTP	H.6 Workforce Transition and Benefits Transition: Plans and Timeframes
TO1-0047	EVMS Requirements Gap Analysis	Review	Direction to be provided within 90 days of receipt of analysis	By the end of Transition	H.16 Earned Value Management System
TO1-0048	Task Order Proposals	Review		As specified by the CO	C.1 Contract Transition H.50, Task Ordering Procedure
<u>TO1-0049</u>	<u>Workplace Substance Abuse Program Implementation Plan</u>	<u>Approve</u>	<u>20 days</u>	<u>30 days from NTP</u>	<u>C.6.1.1 Workplace Substance Abuse Programs</u> <u>10 CFR 707 Workplace Substance Abuse Programs at DOE Sites</u> <u>DOE O 350.1 Contractor Human</u>

					<u>resources Management Program</u> <u>FAR 52.236-6 Drug-Free Workplace</u>
<u>TO1-0050</u>	<u>Update and revise Functional Service Agreements</u>	<u>Information</u>	<u>30 days</u>		<u>C.11.1 Safeguards and Security Program</u>
<u>TO1-0051</u>	<u>Quality Assurance Plan (QAP)</u>	<u>Approve</u>	<u>30 days</u>	<u>30 days from NTP</u>	<u>C.6.5 Quality Assurance</u> <u>DOE Order 414.1</u> <u>10 CFR 830 Subpart A</u>
<u>TO1-0052</u>	<u>Quality Assurance Plan Graded Approach</u>	<u>Approve</u>	<u>30 days</u>	<u>If prepared as a standalone document combined with the QAP. Provide within 30 days</u>	<u>C.6.5 Quality Assurance</u>
<u>TO1-0053</u>	<u>Training Implementation Matrix</u>	<u>Approve</u>	<u>20 days</u>	<u>45 days from NTP</u>	<u>C.6.7 Training</u> <u>DOE O 426.2</u>
<u>TO1-0054</u>	<u>Authority Having Jurisdiction delegation</u>	<u>Generate</u>		<u>By the end of transition</u>	<u>C.6.11 Conduct of Engineering</u>
<u>TO1-0055</u>	<u>Initial contractor assurance system description</u>	<u>Approve</u>		<u>By the end of transition</u>	<u>C.10 Contractor Assurance System</u>
<u>TO1-0056</u>	<u>Implementation plan that aligns CAS elements and implementing procedures with the Site Wide Assurance Systems Approach Document</u>	<u>Approve</u>		<u>By the end of transition</u>	<u>C.10 Contractor Assurance System</u>
<u>TO1-0057</u>	<u>Fire Protection Program Plan</u>	<u>Approve</u>		<u>By the end of transition</u>	<u>C.6.12 Fire Protection Program</u>
<u>TO1-0058</u>	<u>Nuclear Management Maintenance Plan (NMMP) Description Document</u>	<u>Approve</u>	<u>30 days</u>	<u>45 days after NTP</u>	<u>C.6.12.2 Nuclear Facility Maintenance</u>
<u>TO1-0059</u>	<u>Transition Communication Plan</u>	<u>Approve</u>	<u>1 day</u>	<u>1 day after NTP</u>	<u>C.1 Transition</u> <u>C.12 External Affairs</u>
<u>TO1-0060</u>	<u>External Affairs/Internal Communication Program Description</u>	<u>Approve</u>	<u>30 days</u>	<u>30 days after NTP</u>	<u>C.12 External Affairs</u>
<u>TO1-0061</u>	<u>Complete implementing documentation for the contractor Employee Concerns Program</u>	<u>Approve</u>	<u>45 days</u>	<u>30 days after NTP</u>	<u>C.14.3 Employee Concerns</u>
<u>TO1-0062</u>	<u>Accept, for resolution, existing employee concerns unresolved at the close of the initial Contract transition period.</u>	<u>Information</u>		<u>80 days after NTP</u>	<u>C.14.3 Employee Concerns</u>

<u>TO1-0063</u>	<u>Conduct of Operation Implementation Matrix for each HAZCAT 2 and 3 facility</u>	<u>Approve</u>	<u>20 days</u>	<u>45 days after NTP</u>	<u>C.6.9 Conduct of Operations</u> <u>DOE O 422.1</u>
<u>TO1-0064</u>	<u>Conduct of Operation Implementation Matrix for less than HAZCAT 3 facilities</u>	<u>Approve</u>	<u>20 days</u>	<u>45 days after NTP</u>	<u>C.6.9 Conduct of Operations</u> <u>DOE O 422.1</u>
<u>TO1-0065</u>	<u>Information Technology and Cyber Security Implementation Plans</u>	<u>Concur</u>		<u>Within 90 days after NTP</u>	<u>C.8.1 Information Technology and Cyber Security Management</u> <u>DOE O 205.1C</u>
TO1-0066	Wildland Fire Management Plan	Approve		At the end of Transition and prior to major changes being made	<del>CFR</del> <del>Code of Federal Regulations</del> <del>MEPP</del> <del>Multiple Employer Pension Plan</del> <del>DOE</del> <del>U.S. Department of Energy</del> <del>NTP</del> <del>Notice to Proceed</del> <del>CO</del> <del>Contracting Officer</del> <del>TO</del> <del>Task Order</del> <del>CWBS</del> <del>Corporate Work Breakdown Structure</del> <del>WBS</del> <del>Work Breakdown Structure</del> <u>C.6.13 Fire Protection Plan</u>  DOE O <del>DOE Order</del>  <u>420.1C</u>

**Acronyms:**

<u>CFR</u>	<u>Code of Federal Regulations</u>	<u>MEPP</u>	<u>Multiple Employer Pension Plan</u>
<u>DOE</u>	<u>U.S. Department of Energy</u>	<u>NTP</u>	<u>Notice to Proceed</u>
<u>CO</u>	<u>Contracting Officer</u>	<u>TO</u>	<u>Task Order</u>
<u>DOE O</u>	<u>DOE Order</u>	<u>WBS</u>	<u>Work Breakdown Structure</u>

## **REPRESENTATIONS AND INSTRUCTIONS**

### **SECTION M**

## **EVALUATION FACTORS FOR AWARD**



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## **M.1 DOE-M-2001 Proposal Evaluation – General – Alternate III (Feb 2019)**

### **(a) Conduct of acquisition.**

- (1) This acquisition will be conducted pursuant to the Federal Acquisition Regulation (FAR), Part 15 entitled, *Contracting by Negotiation*; Department of Energy Acquisition Regulation (DEAR), Part 915 entitled, *Contracting by Negotiation*; and the provisions of this solicitation.
- (2) DOE has established a Source Evaluation Board (SEB) to evaluate the proposals submitted by Offerors in response to this solicitation. Proposal evaluation is an assessment of the proposal and the Offeror's ability to perform the prospective contract successfully. Proposals will be evaluated solely on the factors specified in the solicitation against the evaluation factors in this Section M to determine the Offeror's ability to perform the contract.
- (3) The designated source selection authority will select an Offeror for contract award whose proposal represents the best value to the Government. The source selection authority's decision will be based on a comparative assessment of proposals against all evaluation factors in the solicitation. The source selection authority may reject all proposals received in response to this solicitation, if doing so is in the best interest of the Government.

### **(b) Deficiency in proposal.**

- (1) A deficiency, as defined at FAR 15.001 entitled, *Definitions*, is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. No award will be made to an Offeror whose proposal is determined to be deficient.
- (2) A proposal will be eliminated from further consideration before completing the Government's evaluation if the proposal is deficient as to be unacceptable on its face. Deficiencies may include any exceptions or deviations to the terms of the solicitation. A proposal will be deemed unacceptable if it does not represent a reasonable initial effort to address itself to the material requirements of the solicitation, or if it does not substantially and materially comply with the proposal preparation instructions of this solicitation. Cursory responses or responses, which merely repeat or reformulate the Master Indefinite Delivery/Indefinite Quantity (IDIQ) Performance Work Statement (PWS) and/or Task Order PWS, will not be considered responsive to the requirements of the solicitation. In the event that a proposal is rejected, a notice will be sent to the Offeror stating the reason(s) that the proposal will not be considered for further evaluation under this solicitation.

- (c) Responsibility. In accordance with FAR Subpart 9.1, *Responsible Prospective Contractors*, and DEAR Subpart 909.1 entitled, *Responsible Prospective Contractors*, the Procuring Contracting Officer (PCO) is required to make an affirmative determination of whether a prospective contractor is responsible. The PCO may, if necessary, conduct a preaward survey of the prospective contractor as part of the considerations in determining responsibility. In the absence of information clearly indicating that the otherwise successful Offeror is responsible, the PCO will make a determination of nonresponsibility and no award will be made to that Offeror; unless, the apparent successful Offeror is a small business and the Small Business Administration issues a Certificate of Competency in accordance with FAR Subpart 19.6 entitled, *Certificates of Competency and Determinations of Responsibility*. The responsibility determination includes a finding that award of the contract to the Offeror will not pose an undue risk to the common defense and security as a result of its access to classified information or special nuclear material in the performance of the contract, as prescribed in Section L ~~provision, 12~~ (DEAR 952.204-73, entitled Facility Clearance, ~~2~~), which requires submission of specific information by the Offeror related to foreign interests.

- (d) Award without discussions. In accordance with paragraph (f)(4) of the provision at FAR 52.215-1, *Instructions to Offerors – Competitive Acquisition*, the Government intends to evaluate proposals and award a contract without conducting discussions with Offerors. Therefore, the Offeror's initial proposal shall contain the Offeror's best terms from a cost or price and technical standpoint. The Government, however, reserves the right to conduct discussions if the PCO later determines them to be necessary and may limit the competitive range for purposes of efficiency.
- (e) Organizational conflicts of interest. The Offeror is required by the Section K provision entitled, *Organizational Conflicts of Interest Disclosure*, to provide a statement of any past, present, or currently planned interests related to the performance of the work and a statement that an actual or potential conflict of interest or unfair competitive advantage does or does not exist in connection with the contract resulting from the solicitation.

## M.2 Evaluation Factor – Key Personnel

- (a) Key Personnel. DOE will evaluate the proposed required Program Manager, Operations Manager, Engineering Manager, ESH&Q Manager, Business Manager (\*Business Manager is responsible for environmental and regulatory compliance, performance assessments, and NDAA Section 3116 compliance) and other proposed key personnel along with the Offeror's rationale for selecting the proposed non-required key personnel positions and why ~~they~~the positions are essential to the successful performance of the entire IDIQ PWS (do not include any key positions for PWS Section C.3, Nuclear Materials Stabilization and Disposition and Non-Operating Nuclear Facilities). DOE will evaluate the key personnel team make-up that demonstrates the elements in paragraph (c) below. DOE's evaluation of the Program Manager will be the most important aspect of the evaluation of key personnel.

Failure of the Offeror to propose the required key personnel positions, or to confirm the availability of all key personnel as being assigned to the contract full-time and that their permanent duty station is located in the local surrounding area will adversely affect the Government's evaluation of the proposal and may make the proposal ineligible for award. Additionally, failure of the Offeror to provide a letter of commitment for each key personnel will adversely affect the Government's evaluation of the proposal.

Note: DOE will evaluate all proposed key personnel. However, a higher number of proposed key persons will not be inherently evaluated more favorably than a lesser number of proposed key persons, as the proposed key personnel and the key personnel team will be evaluated based on the evaluation criteria in this factor.

- (b) Resume. The individuals proposed as key personnel will be evaluated on the degree to which they are qualified and suitable for the proposed position in relation to the work for which they are proposed to perform and areas of responsibility. The qualifications and suitability of the individual key personnel will be evaluated on the following:
  - (1) Experience. The key personnel individually will be evaluated on their relevant DOE, commercial and/or other Government experience in performing work similar to the work to be performed in their proposed position, including leadership and other accomplishments, with emphasis on project and completion type work.
  - (2) Education. The key personnel will be evaluated on their education, specialized training, certifications, and licenses- that support the suitability for the proposed position.
  - (3) DOE may contact any or all of the references, previous employers, or clients to verify the accuracy of the information contained in the resume and to further assess the qualifications and suitability of proposed key personnel.

- (c) Key Personnel Team. The evaluation will include an assessment ~~as to whether the Offeror has demonstrated the appropriate Key Personnel Team, with the appropriate mix of Key Personnel positions and skills, including those described in individual resumes, to successfully perform the contract. The assessment will include the depth and breadth~~ of the following elements ~~offer the key persons~~personnel teams: (i) Recent and relevant management experience in direct project execution in the field within the last (5) years; (ii) Experience at partnering and good-faith negotiations with client(s) that achieved measurable performance improvements; (iii) Experience in developing innovative approaches and their implementation; (iv) Experience in successful regulatory interactions and reform with demonstrated positive benefit to the client(s); and (v) Experience in realization of significant cost savings to the client and/or significant life-cycle cost or liability reductions as part of major portfolio or complex program completion efforts. More recent experience in these elements may be given greater consideration. While it is not expected that each key person will possess each of these elements, the Key Personnel team collectively should demonstrate each of them.
- (d) Oral problem scenario(s) – Key personnel. The Offeror's key personnel, as a team, will be evaluated on their problem-solving ability as demonstrated during their preparation for and presentation of the response to the problem-solving scenario(s). The key personnel will be evaluated on their demonstrated leadership, teamwork, communications, knowledge of the Master IDIQ PWS, quality of the technical and managerial solution(s) to the problems, and problem-solving capabilities both individually and as a team. The Program Manager will be evaluated individually also on his/her leadership and effective utilization of the key personnel team during the problem-solving scenario(s).
- (e) Oral interview – Program Manager. The Offeror's Program Manager will be evaluated for qualifications and suitability, including leadership capability for the proposed position as demonstrated during the oral interview.

### **M.3 DOE-M-2008 Evaluation Factor – Past Performance (Oct 2015) (Revised)**

- (a) Offeror. The Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), will be evaluated on the Government's assessment of relevant and recent past performance information obtained for the Offeror performing work similar in scope, size, and complexity to the portion of the Master IDIQ PWS that each entity is proposed to perform. The information will be evaluated in order to assess the Offeror's potential success in performing the work required by the contract. Similar scope, size, and complexity are defined as follows based on the portion of work that each entity is proposed to perform: scope – type of work (e.g., work as identified in the Master IDIQ PWS ~~and associated contract requirements~~, including similar work of a non-nuclear nature and/or similar non-DOE work, ~~however do not include reference contracts that reference the work scope, identified in PWS Section C.3, Nuclear Materials Stabilization and Disposition and Non-Operating Nuclear Facilities~~); size – dollar value (approximate average annual value in relation to the proposed work); and complexity – performance challenges (e.g., overcoming barriers for completion/closure-type projects to safely accelerate work scope, prior innovations, work performance improvements, subcontractor management, management of large complex contracts in highly regulated industries, cost efficiencies, management of complex CHRM requirements ~~set forth in Section H (H.2 through H.13)~~ and successful partnerships with the Government, Client, and Regulators). The higher the degree of relevance of the work, the greater the consideration that may be given.

DOE will evaluate recent past performance information for contracts that are currently being performed or have a period of performance end date within the last four (4) years from the original solicitation issuance date. More recent past performance information may be given greater consideration.

The Government will not apportion the assessment of past performance differently amongst the members of a Contractor's Teaming Arrangement, as defined in FAR 9.601(1), on a past performance

contract, as each entity is considered to be responsible for overall performance of the ongoing or prior contract. All partner companies on past performance contracts will be equally credited (positively and negatively) for past performance information. However, relevancy determinations on a past performance contract may differ depending upon what scope each entity is proposed to perform.

- (b) Teaming Subcontractors. The Offeror's proposed Teaming Subcontractors as defined in Section L.710(a)(2) will be evaluated on the assessment of the past performance information obtained for the Teaming Subcontractor performing work similar in scope, size, and complexity to that proposed to be performed by that Teaming Subcontractor. DOE will evaluate past performance information for contracts that are currently being performed or have been completed within the last four (4) years from the original solicitation issuance date.
- (c) Newly formed entity and predecessor companies. The evaluation of past performance for the Offeror and any Teaming Subcontractor(s) may be based on the past performance of its parent organization(s), member organizations in a joint venture, limited liability company, or other similar or affiliated companies, provided the Offeror's proposal demonstrates that the resources of the parent, member, or affiliated company will be provided or relied upon in contract performance such that the parent, member, or affiliate will have meaningful involvement in contract performance. Meaningful involvement means the parent, member, or affiliate will provide material supplies, equipment, personnel, or other tangible assets to contract performance; or that the common parent will utilize the expertise, best practices, lessons learned, or similar resources from the affiliate to affect the performance of the Offeror. Past performance information from predecessor companies that existed prior to any mergers or acquisitions may also be considered where the Offeror's proposal demonstrates such performance reasonably can be predictive of the Offeror's performance.
- (d) Work to be performed. DOE will evaluate the Offeror and all members of a teaming arrangement, as defined in FAR 9.601(1) and any Teaming Subcontractors, in accordance with the work each entity is proposed to perform to cover the work scope described in the Master IDIQ PWS. The resulting rating will consider whether the Offeror's team as a whole (including Teaming Subcontractors) have demonstrated relevancy to all PWS requirements.
- (e) No record of past performance. If the Offeror or Teaming Subcontractor(s) do not have a record of relevant past performance or if information is not available, the Offeror or Teaming Subcontractor(s) will be evaluated neither favorably nor unfavorably.
- (f) Performance information. The Government will only evaluate past performance information for work it considers relevant to the acquisition in terms of similar in scope, size, and complexity, as defined above in paragraph (a), and within the timeframe specified, as defined above in paragraph (a). The Offeror ~~will~~may also be evaluated on safety statistics (OSHA Days Away, Restricted or Transferred (DART) and Total Recordable Case (TRC)) and DOE enforcement actions and/or worker safety and health, nuclear safety, and/or classified information security incidents or notifications posted to the DOE Office of Enterprise Assessments website (<https://energy.gov/ea/information-center/enforcement-infocenter>) and corrective actions taken to resolve those problems.
- (g) Terminated contracts-, Cure Notices and Conditional Payment of Fee/Profit/Other Incentive Actions. The Government ~~will~~may consider contracts of the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), and Teaming Subcontractors that: (1) were terminated for default, including the reasons therefore; (2) included a cure notice(s) in accordance with FAR 49 Termination of Contracts; and (3) included a Conditional Payment of Fee/Profit/Other Incentive Action(s) as described in the DEAR, over the preceding four (4) years from the original solicitation issuance date, including the reasoning for the aforementioned actions.
- (h) Sources of past performance information. The Government may consider past performance

information from sources other than those provided by the Offeror, such as commercial and government clients, government records, regulatory agencies, and government databases such as the Government's Contractor Performance Assessment Reporting System (CPARS) ~~and~~ and award fee determinations. The Government may contact any or all of the references provided by the Offeror and will consider such information obtained in its evaluation. Note: DOE contracts are not necessarily evaluated with more relevance than non-DOE contracts, based on the sole fact that it was work for DOE. The evaluation of relevancy is based on the factors listed above. In addition, the Government may consider any other information determined to be reasonably predictive of the quality of the Offeror's performance under this proposed contract, such as information bearing on the Offeror's integrity and business ethics. This other information is not limited to contracts found relevant to this procurement in terms of scope, size, and complexity.

- (i) List of DOE contracts. The Government may consider the information provided per Section L, Attachment L-8, *List of DOE Contracts*, and evaluate past performance information on work determined to be relevant to the acquisition in terms of similar in scope, size, and complexity, as defined above in paragraph (a).

#### **M.4 Evaluation Factor – Management Approach**

- (a) Contract Transition Approach. DOE will evaluate the Offeror's approach to achieve the Contract Transition Task Order requirements, including ~~Contractor~~Implementation of Human Resource Management ~~(CHRM) requirements~~Requirements in Section ~~H (H.2 through H.13C.1 (b))~~, for the safe, effective, and efficient transfer of responsibility for execution of the Master IDIQ Contract with little or no disruption to ongoing operations.
- (b) Management Approach. DOE will evaluate the Offeror's management approach to include available capabilities, teaming/organizational structure, and roles and responsibilities, to effectively negotiate, manage, implement, and execute multiple Task Orders for the Master IDIQ PWS; to interface and collaborate with other site contractors and to partner with DOE and the Regulators to achieve desired End States, by optimizing work and applying risk-based approach for greater efficiency. DOE will evaluate the Offeror's approach to solicit, evaluate, and incorporate strategies to reach end states in the most efficient manner.
- (c) Small Business Participation. DOE will evaluate the Offeror's approach to meet or exceed the small business subcontracting requirement of **18%** of the cumulative value of Task Orders, including subcontracting of meaningful work scope.

#### **M.5 Evaluation Factor – Cost and Fee/Profit**

The Cost and Fee Proposal will not be adjectivally rated or point scored, but will be considered in the overall evaluation of proposals in determining the best value to the Government.

The Cost and Fee Proposal will be evaluated for cost realism and ~~cost~~price reasonableness in accordance with FAR 15.404-1 ~~and FAR 15.402(a)~~. Cost realism analysis will be performed on the Offeror's proposed Contract Transition Task Order costs. ~~Cost reasonableness~~ This analysis will be used to determine whether the proposed cost elements are realistic for the work to be performed and reflect a clear understanding of the transition requirements. The transition cost proposal will be compared to the Volume II proposal for consistency and understanding. Price reasonableness will be performed on both the proposed fully burdened labor rates (excluding fee) for FY2022 (~~July~~October 1, 2021 through ~~June~~September 30, 2022) applied to the DOE provided Estimated Direct Productive Labor Hours and of the proposed key personnel costs (FY2022). ~~These analyses will be used to determine whether the~~



~~proposed cost elements are realistic or reasonable for the work to be performed and reflect a clear understanding of the requirements. The cost proposal will be compared to the Volume II proposal for consistency and understanding.~~

For purposes of determining the best value, the evaluated price will be the total of the proposed fee/profit (all fee/profit proposed by Task Order type) for a one-year period (FY 2022), ~~reasonable costs of Key Personnel not exceeding the identified fee limitations, proposed costs for the key personnel~~ (FY2022) ~~reasonable~~, ~~proposed~~ costs for FY 2022 fully burdened labor rates (excluding fee) applied to the DOE provided Estimated Direct Productive Labor Hours and realistic costs for the Contract Transition Task Order period.

An Offeror that proposes a fee amount exceeding the maximum prescribed available award fee, target fee, and/or fixed fee amounts as specified in Section L may be considered unacceptable for award.

## **M.6 DOE-M-2011 Relative Importance of Evaluation Factors (Oct 2015)**

(a) The relative importance of the evaluation factors for the Technical and Management Proposal (Volume II) are below.

- (1) Key Personnel;
- (2) Past Performance; and
- (3) Management Approach.

Key Personnel is more important than Past Performance. Past Performance is more important than Management Approach.

(b) The evaluation factors for the Technical and Management Proposal (Volume II), when combined, are significantly more important than the total evaluated price (Volume III). Each evaluation factor applicable to this solicitation is identified and described in this and other provisions of this Section M. The descriptive elements of each evaluation factor will be considered collectively in arriving at the evaluated rating of the Offeror's proposal for that evaluation factor. Areas within an evaluation factor are not sub-factors and will not be individually rated, but will be considered in the overall evaluation for that particular evaluation factor.

## **M.7 DOE-M-2012 Basis for Award (Oct 2015)**

The Government intends to award one contract to the responsible Offeror whose proposal is determined to be the best value to the Government. Selection of the best value to the Government will be achieved through a process of evaluating each Offeror's proposal against the evaluation factors described above. The evaluation factors for the Technical and Management Proposal will be adjectivally rated. The Cost/Price evaluation factor will not be rated, however the evaluated price will be used in determining the "best value" to the Government. The Government is more concerned with obtaining a superior Technical and Management Proposal than making an award at the lowest evaluated price. However, the Government will not make an award at a price premium it considers disproportionate to the benefits associated with the evaluated superiority of one Offeror's Technical and Management Proposal over another. Thus, to the extent that Offerors' Technical and Management Proposals are evaluated as close or similar in merit, the evaluated price is more likely to be a determining factor in selection for award.